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The Solicitors' Journal  
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LONDON, FEBRUARY 15, 1908.

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All letters intended for publication must be authenticated by the name of the writer.

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## Current Topics.

## The Solicitors' Benevolent Association.

THIS association, which was founded in 1858, is to celebrate its jubilee this year. An earnest appeal is being made for increased support to the reliable income of the association by new annual subscriptions, and the Jubilee Festival has been fixed for Thursday, the 18th of June, at the Hotel Metropole, when the chair will be taken by Sir JOHN HOLLANDS.

## Mr. Warmington, K.C.

WITH REGARD to our remarks last week on Mr. WARMINGTON's retirement, we are glad to learn that it extends only to court work, the stress of which he finds too heavy. As regards chamber work and arbitrations his services will still be available.

## A Novel Procedure.

A NOVELTY in procedure, which should apparently be brought to the notice of the Bar Council, is to be observed in the issue of the *Weekly Notes* for the 8th inst., where it is stated that WARMINGTON, K.C., appeared recently on an appeal from his own decision, as WARMINGTON, J., in the court below. It is, however, some satisfaction to find that he seems, on the same authority, to have appeared for the respondents, and not for the appellants, and to have successfully supported his own judgment.

## The New K.C.'s.

THE FOLLOWING are the names and dates of calls to the bar of the new King's Counsel: Mr. C. T. GILES, Western Circuit, 1874; Sir THOMAS RALEIGH, 1877; Mr. A. B. BAIRSTOW, North-Eastern Circuit (Leeds), 1878; Mr. L. DE GRUTHER, 1885; Mr. E. LEWIS THOMAS, Midland Circuit, 1885; Mr. G. R. ASKWORTH, Western Circuit, 1886; Mr. J. J. PARFITT, Midland Circuit (Birmingham), 1887; Mr. E. W. MARTELLI, Chancery Bar, 1888; Mr. C. M. BAILHACHE, South Wales Circuit, 1889; the Hon. FRANK RUSSELL, Chancery Bar, 1893; Mr. E. A. MITCHELL-INNES, North-Eastern Circuit, 1894; Mr. A. GRANT, Chancery Bar, 1894; Mr. E. G. HEWNERDE, M.P., Northern Circuit, 1897; Mr. J. A. SIMON, M.P., Western Circuit, 1899; and Mr. F. E. SMITH, M.P., Northern Circuit, 1899.

## The Prosecution for Blasphemy.

THE CASE of *Rex v. Harry Boulter*, before PHILLIMORE, J., at the Central Criminal Court, in which the defendant pleaded guilty to an indictment charging him with the publication of profane and blasphemous words, is of more than ordinary interest, inasmuch as there is no instance of a similar prosecution in this country since *Reg. v. Ramsay and Foote*, tried before Lord COLE RIDGE, C.J., in 1883. The prosecution, according to the statement of the Home Secretary in the House of Commons, was instituted because it was necessary to protect the public against grossly indecent and ribald language used in a public street, language of such a character as to shock and outrage the feelings of those passing in the street, and, if persisted in, to render a breach of the peace inevitable. Many similar offences can be dealt with under the Police Acts, but in this case the police were advised that only procedure under the Blasphemy Act (9 & 10 Will. 3, c. 32) was available. It is worthy of notice that in a vast territory like that of India, with great variety of race, religion, and customs, the Legislature has in more recent years, found it necessary to enact a similar law for the protection of the public. The Indian Penal Code of 1860, c. 15, s. 298, provides that whoever, with the deliberate intention of wounding the religious feelings of any person, utters any word or makes

any sound in the hearing of that person, or makes any gesture in the sight of that person, or places any object in the sight of that person, shall be punished with imprisonment for a term which may extend to one year, or with fine, or with both. The original framers of the Code say, in reference to this section: "In framing this clause we had two objects in view; we wish to allow all fair latitude to religious discussion, and at the same time to prevent the professors of any religion from offering, under the pretext of such discussion, intentional insults to what is held sacred by others; we do not conceive that any person can be justified in wounding with deliberate intention the religious feelings of his neighbours by words, gestures, or exhibitions."

#### English Insurance Companies and the Earthquake in Jamaica.

THE ACTIONS against English insurance companies for claims connected with the earthquake in Jamaica, which were tried during the month of December last, will probably be the subject of appeals to the Privy Council. It will be remembered that in each case the policy contained a condition exonerating the company from liability for fire caused by earthquake. The jury in each case, after a protracted trial, brought in a verdict for the plaintiffs, finding, in answer to questions put to them by the presiding judge, that the fire in each case broke out before the earthquake, and was not caused by it. A motion for a new trial, on the ground that the verdict was against the weight of evidence, has since been rejected by the Supreme Court of Jamaica. In one case the whole bench concurred in the decision, in the other the Chief Justice dissented. The jury in these cases consisted of seven persons only, and we understand that the jurors were summoned from the coloured population. The amount of the claims is large, and the companies being dissatisfied with the decision of the Colonial court, propose to lay their case before the Judicial Committee of the Privy Council. The question will, of course, be one of fact, were the verdicts against the weight of evidence? The practice of the Judicial Committee with regard to new trials is stated in the judgment in *Connecticut Mutual Life Insurance Co. of Hartford v. Moore* (6 App. Cas. 644). Their lordships there observed that, if the only question was whether or not they took the same view of the evidence as the jury, they might be disposed to say that the evidence on the part of the defendants somewhat preponderated. But this was not enough to justify them in granting a new trial; to hold it to be enough would be in fact to substitute a court for the jury. In order to be justified in granting a new trial, they must be satisfied "that the evidence so strongly preponderates in favour of one party as to lead to the conclusion that the jury, in finding for the other party, have either wilfully disregarded the evidence or failed to understand and appreciate it." The insurance companies will have to satisfy these conditions, and their efforts to satisfy them will be considered with more interest than is usual in the hearing of Colonial appeals.

#### Private Companies and the Companies Act, 1907.

IT APPEARS from a letter from the Registrar of Joint Stock Companies, published in the Money Article of the *Times* of the 12th inst., that that office will fully recognize the right of existing companies to take advantage of the exemptions in favour of private companies contained in the Companies Act, 1907. The new obligations imposed by that Act as from the 1st of July next, when it comes into operation, by section 1 (obligation, where the company does not issue a prospectus on formation, to file a statement in lieu of a prospectus), section 21 (obligation to file an annual balance-sheet), and section 23 (right of preference shareholders and debenture-holders to receive and inspect balance-sheets and reports in the same manner as ordinary shareholders) are not to apply to private companies, and such companies, moreover, are exempted by section 22 (2) from the obligation under section 12 of the Companies Act, 1900, to forward to members and file with the registrar a report prior to the statutory meeting. The question of filing a statement in lieu of a prospectus does not arise in regard to existing companies; but it has not been unusual in turning private businesses into companies, where the ordinary shares remain in the hands of the owners of the business, to let in preference shareholders only on the footing of their having no right to inspect

the accounts or interfere in the management of the company, and it will be important for such companies to qualify themselves as "private companies" within the meaning of the new Act. Moreover, all companies able to do so will probably desire to avoid the publication of their affairs involved in the filing of balance-sheets. To do this it will be necessary for them to ensure that their articles of association contain the restrictions specified in section 37 (1) as constituting a "private company": that is, the articles must (a) restrict the right to transfer shares; (b) limit the number of the members (exclusive of persons who are in the employment of the company) to fifty; and (c) prohibit any invitation to the public to subscribe for any shares or debentures of the company. Articles of a private company, taking the term in its colloquial sense, will usually contain restriction (a) but not restrictions (b) and (c), and it will be necessary to alter the articles accordingly. But, subject to the alteration being made, existing companies will, in the opinion of the Registrar of Joint-Stock Companies, be entitled to rank as private companies for the purposes of the Act of 1907, and this seems to be in accordance with the language of the Act. The necessary restrictions must be contained in the articles, but this term means the articles for the time being, and it is immaterial that they have been altered for the purpose of complying with the Act.

#### Does the "Pass-book" Belong to the Customer of a Bank?

WE READ in a financial paper that one of the questions in a recent legal examination was, "To whom does a bank pass-book belong? To the bank's customer or the bank?" It is added that the correct answer was held to be that the pass-book belonged to the customer, founded upon the opinion of BIGHAM, J., in his judgment in *Akrokerri (Atlantic) Mines (Limited) v. Economic Bank* (1904, 2 K. B. 465). There the question was whether the amount of cheques collected by bankers was received by them as agents for a customer, and the learned judge thought that the entries in the bank's ledgers did not make the bank holders for value. The entries neither conferred any right on the customer to draw the money out of the bank, nor did they fix the bank with any liability to pay the money to him. "It might have been different if the entries had been made in the pass-book, for that book belongs to the customer, and the entries made in it by the bank are statements on which the customer is entitled to act." This observation can hardly be taken to be a ruling on a proposition of law; and the question asked by the examiner really depends upon the proper inference from uninterrupted usage and the course of business. It might possibly be contended that there was evidence that the book belonged to the bank, inasmuch as they had procured and paid for it and made no charge for it to the customer to whom it was issued. Moreover, the customer is not permitted to make entries in it—a restriction which might be relied upon as shewing that the bank asserted their right to a property in the book. It must, on the other hand, be admitted that when an account is closed, or a book filled with entries, the customer is allowed to retain the book. It is true also that the customer always applies to the bank for "my pass-book," and it is strange that the bank should claim the ownership of a book which, so far as they are concerned, is superfluous, for they have their own records of the transactions between themselves and their customer. These reasons are, we think, sufficient to support the inference that the customer is intended to be the owner of the pass-book. A stronger reason may perhaps be found in the fact that the book is the only receipt which the customer possesses of the money which he has lent to the bank, and he is as much entitled to claim it as his property as to claim the ordinary tradesmen's books for the household supplies which pass backwards and forwards, and contain the receipts of the tradesmen for the amounts from time to time paid to them.

#### Deposit Paid to "Agent for the Vendor."

THE DISTINCTION, on the sale of land, between payment of a deposit to an auctioneer and payment to an agent for the vendor is clearly laid down in *Ellis v. Goulton* (1893, 1 Q. B. 350). There the sale was by auction, but the deposit was paid to the vendor's solicitor "as agent for and on account of the vendor." It was held by the Court of Appeal that, on the sale going off and

the purchaser being entitled to recover the deposit, an action for the amount of the deposit would not lie against the solicitor, on the simple ground that the principal only, and not the agent, was liable. An auctioneer receiving a deposit is a stakeholder under ordinary circumstances, and, of course, even the vendor's solicitor might receive the deposit and still, by special agreement, retain it "as stakeholder." So, conceivably, an auctioneer might receive the deposit, and, by special agreement, retain it as "agent for the vendor." The practical distinction between a deposit held in the hands of a "stakeholder" and in the hands of an "agent for the vendor" is that in the former case the person who receives the deposit can be sued for it, and in the latter case he cannot. The contract itself may, however, make it difficult to discover whether the person in whose hands the deposit is a stakeholder or not. This difficulty is well illustrated by a recent case before the High Court of Australia, where judicial opinion was divided as to the proper construction of the contract on this point: *Christie v. Robinson* (4 Com. L. R. 1338). The appellant had agreed to purchase land (by private contract) from the respondent, and a deposit of £500 was to be paid to the vendor's agent "as agent for the vendor"; another clause in the agreement provided that "as soon as the said purchasers have accepted the title as aforesaid, the deposit shall be paid over to the vendor." The deposit was paid to the vendor's agent, but before the title was accepted the contract was cancelled by mutual consent. The agent never did pay the deposit to the vendor. An action was brought by the purchasers against the vendor to recover the deposit, and the defence was that the agent was really a stakeholder and should have been sued. In the court of first instance (in Victoria) this defence prevailed, and judgment was given for the defendant. On appeal to the High Court of Australia, this decision was reversed by a majority of three judges to one. It was held that the appellant (purchaser) was entitled to recover his deposit from his vendor, and that the clause in the contract directing the deposit to be paid over to the vendor when the title had been accepted did not have the effect of converting the vendor's agent into a stakeholder, but merely gave the purchaser the right to have the deposit—it remaining the property of the vendor—retained for a time in the custody of the agent. The case is an instructive one, and might well find a place in English text-books.

#### Reports of Proceedings in Chambers.

THAT whatever may interest the public should be published is almost accepted as an axiom in some branches of modern journalism, but a judicial pronouncement will probably be necessary at an early date on the growing application of this maxim to what is certainly a reprehensible practice, and possibly even a contempt of court—viz., the communication to the Press, and to the Press agencies in general, of reports of proceedings before the judges or masters in chambers. Interlocutory applications are, of course, of frequent occurrence in cases which, from the social position of the parties, or the nature of the issues involved, are of more than ordinary interest, and the temptation to earn a journalist's fee by divulging and commenting on these steps in the proceedings is no doubt a difficult one to resist. It is a clear contempt of court to make known publicly any matter which the court, in the exercise of its discretion, has expressly decided ought not to be published, and orders for committal of the offender have frequently been made when the court has been satisfied that the publication was deliberate, especially if the result has been to bring the court under disrespectful comment, to obstruct the course of justice, or to injure or interfere with a ward of court, even after the ward has attained his majority. It is not a question of interfering with the statutory principle that legal proceedings should, as a general rule, be in public, nor with any recognized exceptions to that rule—e.g., when a public hearing would disclose what it is properly the object of the action to keep concealed, or make known some secret process, or be opposed to the interests of public morality or decency. Nor is the court concerned, except indirectly, and so far as it may be an aggravation of the offence, with the vulgarity or bad taste which are frequently shewn by the embellishments which commonly give point to the communicated paragraph. The offence would seem to lie in the presentation of a report of something which took place, not actually *in camera*, but admittedly under circumstances of more or

less privacy and informality, and on a hearing from which the public and the reporters are intentionally excluded by recognized rules of practice. It may be remembered that, upon the introduction of the new procedure of the Judicature Act of 1873, formal leave was given for the publication of notes of decisions of the Judges' Chambers of the Queen's Bench Division on points of practice arising under that Act, but even this was only allowed as to actual points of practice, to be reported by a barrister chosen for the purpose, and it was permanently discontinued after only a few months' trial. It was never suggested even then that a similar publicity should be given to proceedings in the Chancery Chambers, or to anything else than mere points of practice as above. The offence in some recent instances, if only from the point of view of professional etiquette, is not lessened by the fact that any report of proceedings in chambers must, almost necessarily, have been furnished by some counsel, solicitor, or person professionally employed in the case, and it may be said, to the credit of both branches of the profession, that the offence is at present comparatively rare. There is, however, unfortunately a growing tendency to make known *urbi et orbi* in a certain class of cases the very matters which, by a well-established practice, are heard in private and in the absence of a reporter, and are certainly not supposed to call for a report, and the tendency is one which can hardly be too actively or speedily discouraged.

#### The Children's Bill.

THE CHILDREN'S BILL which has been introduced by the Home Secretary in the House of Commons is an important measure of consolidation and of social reform. Part I. reproduces the Infant Life Protection Act, 1897. Part II., dealing with prevention of cruelty to children and young persons—that is, children up to fourteen and young persons from fourteen to sixteen—reproduces the greater part of the Prevention of Cruelty to Children Act, 1904, with additional provisions as to exposing children under seven to risk of burning from open fire-grates, as to overlying infants, as to allowing girls to be in brothels (clauses 13-15), and as to government inspection of institutions for poor children supported wholly or partly by voluntary contributions (clause 22). Part III. is new, and imposes penalties on selling or giving cigarettes to a child apparently under sixteen, whether for his own use or not, or tobacco in any other form for his own use. A child smoking, or about to smoke, in any street or public place will be liable to forfeit the offending substance; and if he smokes or purchases it he will be liable for a first offence to be reprimanded, and for subsequent offences to fines of five and ten shillings. Part IV. consolidates the provisions of the Reformatory and Industrial Schools Acts, 1866 to 1899, and Part V. reproduces and supplements the Youthful Offenders Act, 1901. A child under sixteen who is awaiting trial is not to be detained in a prison, but in a place of detention to be provided by the police authority for each petty sessional division (clauses 89-91, 99); fines may be imposed on parents or guardians instead of on children (clause 93); a child is not to be subject to imprisonment or penal servitude, or a young person to penal servitude, nor is a young person to be subject to imprisonment unless too unruly to be detained in a place of detention, or unless no manager of a reformatory will receive him (clause 96). If no other punishment than imprisonment is available, then custody in a place of detention will be substituted for imprisonment (clause 97). Clause 102 makes provision for separate juvenile courts, and clause 103 excludes children and young persons from being present in criminal courts except as accused persons or witnesses, and except in the course of their employment as messengers or otherwise. The provisions for the special treatment of children accused or convicted of crime are obviously beneficial, and the fact that they have not previously been on the statute book is an illustration of the slowness of the criminal law to adapt itself to the requirements of humanity and civilization. It is satisfactory to remember that recent work in the direction of protecting children has been largely due to the efforts of the Lord Chief Justice, the head of the criminal law.

#### Official Referees and the Saturday Half Holiday.

THE ACTION of one of the official referees with regard to the sittings of his court has, we understand, caused discontent among

his colleagues. The duties of official referees are regulated by the Judicature Act, 1873, and the Rules of the Supreme Court. By ord. 63, r. 16, "the official referees shall sit at least from 10 a.m. to 4 p.m. on every day during the Michaelmas, Hilary, Easter, and Trinity sittings of the High Court of Justice, except on Saturdays during such sittings, when they shall sit at least from 10 a.m. to 1 p.m., but nothing in this rule shall prevent their sitting on any other days." The reputation of the official referee to whom we have referred for learning and assiduity is deservedly high, but the practice, which he has recently adopted, of sitting till late in the afternoon on Saturdays is regarded as inconsistent with the traditions of his office. In every nation there are maxims against excess of zeal, and these maxims are fortified by the experience of daily life. We are told by a successful City merchant that he received at the outset of his career some valuable advice from a friend of age and experience. He was strongly recommended to be punctual in his attendance at the office, and never to arrive later than the time fixed for the commencement of business. But the same friend warned him against over-punctuality, and assured him that if he arrived before his time in the morning he would become unpopular among his fellow-workers, and gain little or no credit with his employers.

## A New Proposal for Land Transfer.

CONSIDERABLE interest attaches to the new scheme for registration of title, which is suggested by Mr. CHARLES SWEET in his article on "The Land Transfer Acts" in the current number of the *Law Quarterly Review*. The points of his argument are that registration of title under the system established by these Acts has failed in consequence of its complexity and expensiveness, but that the existing system of conveyancing in non-compulsory districts is also open to objection. A scheme for a simplified system of private conveyancing was embodied in the Conveyancing Bill of 1897, which was drafted by Mr. WOLSTENHOLME, assisted by Mr. B. L. CHERRY, on the instructions of the Law Society. The main feature of that scheme was the vesting of the entire legal fee with absolute power of disposition in the owner for the time being, leaving equitable interests to be protected by cautions and inhibitions; but the Bill, having regard to the time at which it was prepared, did not contemplate registration of title. Mr. SWEET accepts compulsory registration as an accomplished fact, and he proposes to simplify it by adapting it to a modified form of Mr. WOLSTENHOLME's scheme. At the same time he contemplates fundamental alterations in the law of real property.

Mr. SWEET has no difficulty in showing that the continuance of the present system of registration of title ought not to be tolerated. The various kinds of title with which freehold and leasehold land can be registered; the numerous and complicated restrictions which may be entered on the register, and which necessitate frequent applications to the registrar before dealings with the land can take place; and the bewildering variety of forms and rules in accordance with which the business of the registry must be conducted, all call for a complete reorganization of the system. The registry, as Mr. SWEET points out, is being converted into a Landed Estates Court, of which the registrar is the judge. It is attempting to arrogate to itself the conveyancing business of the country, instead of being content with the position which its founders originally assigned to it. They contemplated that the conveyance of land would be assimilated, so far as concerned registration, to the conveyance of stock. The Land Registry has quite abandoned the simplicity of this design and attempts to convert the register into a record of all the complicated interests which affect land. At the same time, the registry puts forward, for the purpose of influencing the non-professional mind, claims to simplicity and safety in dealings with registered land which have very little foundation in fact.

Mr. SWEET is also dissatisfied with the existing system of private conveyancing. He admits the shortening of documents which has taken place under the Conveyancing and Solicitors' Remuneration Acts, but he points out that this is largely due to the use of code words which in themselves contain an element of danger—though this he seems to exaggerate—and that the intricacies of real property law have been left untouched. The

real evils of conveyancing, he says, "arise partly from the fact that our law of real property is based on the obscure doctrines of seisin and tenure, which no practising lawyer really understands; partly from the fact that our system of conveyancing is based on the highly technical doctrine of uses; partly from the number of estates and interests, legal and equitable, into which the ownership of land may be split up; partly from the variety of technical 'words of limitation' which are required to create these estates and interests; and partly from the number of methods by which the ownership of land may be conveyed." He concludes that our law is "a hopeless jumble of inconsistent doctrines, causing the student a great waste of time in his attempts to master it, and providing innumerable pitfalls for the unskilful practitioner."

In this attack on real property law there is undoubtedly much truth, and it may be admitted that the existing system of private conveyancing suffers from the confusion which has been allowed to spring up in the law. Fresh modes of conveyancing have been introduced without clearing the ground of the relics of antiquated law, and it may be that, so far as regards actual simplicity, we have not advanced beyond the period anterior to the Real Property Commission. Mr. SWEET's proposal, in the first place, is to simplify the law of real property by abolishing the doctrine of tenure, seisin, and uses. He would then make the law of real property as similar as possible to that of personal property by abolishing all legal estates except two—absolute ownership and terms of years—and making all other estates and interests take effect in equity only. In the third place, he would provide a simple method of conveyance, applicable to all cases without exception, and thus make it impossible for an owner of land to complicate the title to it. This idea of a uniform and simple method of conveyancing is taken from Mr. WOLSTENHOLME's scheme, and is, of course, founded on the practice in regard to the transfer of stocks. The main distinction on this head between that scheme and the scheme which Mr. SWEET suggests is that, under the former the owner for the time being—that is, in the case of settled land, the tenant for life—was to be the registered proprietor with power of absolute disposition; this power, however, provided notice of the settlement was duly registered, could only be exercised subject to the provisions of the Settled Land Acts, so that on a sale the purchase-money would have to be paid to the trustees or into court; while, under Mr. SWEET's scheme, the trustees will be the owners and will have the sole power of disposition.

So far it is not apparent how Mr. SWEET's scheme involves registration of title at all. The uniform conveyance which, in common with Mr. WOLSTENHOLME, he advocates, is not a conveyance which necessarily requires to be registered, though the existence of an office of Land Registry is assumed for the purpose of registering cautions and inhibitions. Nor, we imagine, would registration be any part of an improved system of conveyancing, but for the fact that the Land Registry Office is with us and is likely to remain with us. Every year that it lasts multiplies the interests involved in its maintenance and makes it less likely that it will be abolished. Compulsory registration was introduced as an experiment, but in such cases the experimental nature of the new office is apt to be forgotten, and the office acquires an established position which it is very difficult to shake. Mr. SWEET sees advantages in registration for its own sake, provided the system is properly simplified, but it is the strongest argument for his scheme that it places the Land Registry Office in its proper position, and so reduces its functions as to deprive it of its present power of causing complication and expense in dealings with land.

Assuming, then, the continued existence of a Land Registry, let us see how Mr. SWEET's proposal would work. The only legal interests which are to be recognized are (1) the absolute ownership; (2) a term of years; and (3) easements, rent-charges, and other incorporeal hereditaments. The absolute ownership would be in the sole disposition of the registered owner, who also could create interests (2) and (3). As to these latter interests, Mr. SWEET proposes that, not the interests themselves, but only claims to the interests, should be entered on the register—apparently on the ground that a claim can be more easily withdrawn than an actual entry; and he would also admit entries of claims "to the benefit of a restrictive covenant, right of re-entry, &c." But all dispositions save the conveyance of the absolute ownership

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and the creation and transfer of interests (2) and (3), would take effect in equity only, and no claim to or notice of any equitable estate, right, or interest, "*except as above mentioned*," would be entered on the register. We are not sure of the effect of the words in italics, since apparently the register would be clear of equities, except restrictive covenants which are really negative easements; but Mr. SWEET appears to contemplate provision for cautions and inhibitions, and it is doubtful how far his scheme would admit on the register matters foreign to the absolute ownership and to the limited classes of legal interests just mentioned.

Mr. SWEET also contemplates that a statutory form of mortgage would be required for use in simple transactions, though in important transactions he considers that the most convenient plan would be to have an absolute conveyance, accompanied by a deed of defeasance, as in the case of stock. Probably, however, the analogy of the shipping register is preferable, and all registered conveyances would be by way of transfer of the absolute ownership or of mortgage. This analogy is also useful in determining the proper position of the Land Registry. "No system," says Mr. SWEET, "will be satisfactory which makes dealings with land dependent on the working of a public office. We do not want a Government office for the transaction of conveyancing business, or a Land Registrar with vast discretionary powers. The duties of a registrar should be confined to the simplest matters; all other transactions should be carried out by the parties themselves." This aptly describes the position of the Registrar in shipping matters. When once the ship is identified he is concerned only with registering absolute transfers or mortgages, whether for a fixed sum or for an account current, of the ship or sixty-fourth shares in the ship. Registered dispositions take effect in order of registration, and are paramount to non-registered dealings, notwithstanding any notice, and the registered owner or mortgagee has an absolute power of disposition. All other interests are created by dispositions off the register, and they take effect only as equitable interests. If this system were applied to land, the Land Registry would still have much wider duties than the Registrar of Shipping. The identification of land is a more difficult matter than the identification of a ship, and the whole apparatus of maps, and the system of sub-division of titles, would still be required and would give scope for the ability and industry which characterize the Registrar and his assistants. But the office would be relieved of the impossible task of trying to mirror all the interests which exist in land, and to provide for all the conveyancing requirements of landowners. The niceties of conveyancing would be left in hands which are suitable for dealing with them, and the Land Registry, if it has really come to stay, would give to purchasers more protection and satisfaction than under the present régime. It would also entail far less expense and inconvenience on landowners generally. Mr. SWEET's scheme seems to us to be one which merits very careful consideration.

### The Late Sir Thomas Paine.

We regret to announce the death, on Wednesday last, of Sir THOMAS Paine, at the age of eighty-six years. Few solicitors have obtained and retained during a lengthened career in so remarkable a degree the respect and esteem of their colleagues and clients. There were combined in him high personal character together with calm and sound judgment and wide knowledge, and his memory will long be cherished as an example to members of his profession.

Sir THOMAS was, we believe, a native of Great Yarmouth, and served his articles with Mr. H. V. WORSHIP, a solicitor of that town. He was admitted in 1844, and coming to town, entered into partnership with Mr. TIMOTHY TYRRELL, under the firm of Tyrrell & Paine, somewhere about the year 1849. Mr. Paine's energy and business capacity, associated, as they always were, with the highest ideal of the honour and ethics of his profession, soon brought him into prominence, and the firm succeeded in acquiring an extensive business, including a considerable share in the work connected with the railway undertakings of the time.

After his election, in 1871, as a member of the Council of the (then) Incorporated Law Society, Sir THOMAS Paine threw himself, with characteristic assiduity, into the work of the society. In 1882-3 he filled the post of President, and in his address at the Hull provincial meeting he dealt at length with the changes then recently introduced

by the Conveyancing Acts of 1881 and 1882 and the Settled Land Act, 1882, warmly defending their provisions against the attacks which were made upon them in some quarters. Referring to the scheme for registration of title, one of his remarks deserves at the present time to be noted. "Any system of registry," he said, "unless confined to incumbrances (and so far I am not prepared to contest that it would be desirable), whether a registry of assurances or of title, while having one obvious theoretic advantage, would be certain to impose a serious additional expense upon owners of property." We have had, unfortunately, ample proof of the correctness of this prediction. During his tenure of the office of President, on the opening of the Royal Courts of Justice, Sir THOMAS Paine received the honour of knighthood. We believe he was the first solicitor to receive that honour in his professional capacity.

He retired from business in 1898, after nearly fifty years of active work, and passed the subsequent years of his life in the quiet of his London residence, keeping in touch with his friends, both inside and outside the profession. There are many members of the profession who will feel his death as a personal loss.

### The Effect of Socialism upon the Legal Profession.

[FROM A CORRESPONDENT.]

I suppose that there is no thoughtful-minded man who has not reflected deeply over the Socialistic doctrines that have been so industriously circulated of late. I suppose also that there is no member of the legal profession who has not also considered them as affecting his own profession and his own individual career. It has occurred to me that it would be profitable if I were to put down on paper for the readers of the SOLICITORS' JOURNAL a few thoughts upon this engrossing subject. The word "engrossing" is not here used in a law stationery sense.

I am not sure, to begin with, whether in the Socialist millennium any solicitors would be wanted at all, though I am sure that no judges or barristers would be. There would be no property to convey, because people would have none. There would be no disputes to settle, because it would be useless to fight over something that would not belong to you when you got it. There would be no wills to make, because you would have nothing to leave, and if you had, it would not be allowed to go to the person you wished to have it. There would be no companies to form, because they would not be allowed to make any money unless the shareholders consisted of the entire nation, and no object would therefore be gained by preparing a prospectus, as at present, with skilled legal aid. There would be no marriage settlements, because there would be nothing to settle except prospective offspring, and they would be removed from parental association as soon as the maternal necessities of the situation permitted (mother's milk being, I believe, still allowed to flow, provided that no one mother produces more than another); and they would be brought up on State sewage farms or other appropriate institutions, and told off to drive trams, or paint pictures, or be Secretaries of State, or Public Trustees, or go down the drains, or write poetry, or act as sandwich men, or otherwise be employed according to the order in which their names were entered on the State rota. There would be no afflicted parents to advise how to get their improvident sons out of debt, because parents, as I have pointed out, would have nothing to do with their children, and if they had, the children could not get into debt, because nobody would have any temptation to sell anything to them, or have any money to lend them, or be interested in recovering the money if they did, or allowed to keep it if they did recover it. There would be no public-house licences to apply for, with incidental profit in getting up insincere evidence as to the character of the establishment, because there would be no public-houses, and no licences, and no alcoholic liquid, except swipes, offered by the State, with no takers. There would be no burglary, theft, larceny, or embezzlement, because everyone would have as much as, and not be permitted to have more than, everyone else, and consequently there would be no interesting clients to prosecute or defend on those charges.

The conclusion seems, therefore, difficult to escape from, that the legal profession must cease to exist when the reign of Socialism really begins. But while I am unable to imagine the survival of solicitors in the Socialist millennium for any purpose worthy of contemplation by the noblest class of men living on this or any other planet now rolling about in infinite space, let me frankly admit that I may be mistaken, and ask my readers to contemplate for a few moments, in a chastened spirit befitting the subject, what would be the altered conditions of professional life.

It is clear, of course, that there would be no need for any Law Society. The present secretary, so long an ornament of that institution, would be pensioned by the State, and I conjecture that he

would be classed for that purpose with plasterer's labourers, dustmen, and K.C.'s, or more probably there would be no grades of pension at all; in which case I estimate that he might get ten shillings and two State sausages per week. No legal bosom would be racked with any question of keeping a separate banking account for clients' money because the clients would not have any, and the solicitor could not misappropriate what he had not got in his nefarious custody. There would, of course, be no competition for business, because no solicitor would be allowed to make more than another, or more than his own office boy, with whom he would have to take turns in licking on the stamps, buying tobacco for articled clerks, and being out of the way when wanted, and whether he did much or little, the State would pay him the same amount. He would, therefore, do little, and solemnly warn any client who came to him of his utter incompetence and the extraordinary knowledge and sagacity of some neighbouring lawyer against whom he had a grudge.

I have assumed, so far, that existing solicitors and their staffs might be ordered to go on working separately until they were entitled to pensions from the State or were permitted to expire. In that case, of course, the solicitor would have to share all the labours of the office, including sweeping it and cleaning the windows, and have no right to dismiss any of his staff except by consent of the National Council. He might incidentally have to take his cashier's baby out for an airing in a State perambulator, or to play in the nearest open space on Saturday afternoons with any children of the State appropriated to him for that purpose, and to polish their begrimed little faces with public handkerchiefs suspended from the railings, and washed periodically by former judges of the High Court.

But perhaps it might be thought wiser to do away at once with separate businesses, and to bring all existing firms and their staffs together and require them to sit in rows in selected public buildings available for the purpose. Anybody requiring legal assistance would, in that case, be entitled to have it for nothing, but the quality of the advice would be unequal until a new generation of State legal officers had risen up. An applicant might, for instance, be ticked off under the number 37 double O one Mincing-lane to a great authority there, or he might be relegated to a junior clerk possessed of varied rather than profound legal attainments and better qualified to advise on the respective merits of the artists engaged at the principal music-halls than upon a difficult problem of law.

I fully admit the serious and depressing nature of the foregoing observations, but I would venture to point out that there was no provincial meeting of the Law Society last year, and I have tried to the best of my ability to heal the gaping wound inflicted by that circumstance upon the legal profession and the public, by presenting a subject worthy of the deepest consideration by all whom it may concern.

E. F. T.

## Reviews.

### Negligence.

**NEGLIGENCE IN LAW.** By THOMAS BEVEN, Barrister-at-Law. THIRD EDITION. IN TWO VOLUMES. VOL. I.: GENERAL RELATIONS. VOL. II.: SPECIAL RELATIONS ARISING OUT OF CONTRACT. Stevens & Haynes.

We welcome with much pleasure this new edition of Mr. Beven's work on Negligence. It deals with a branch of the law of great scope and importance, and in its method of treatment it stands quite outside the ordinary class of text-books. The spirit in which it is written may be illustrated by a sentence from the preface to this edition in which the author deals with the suggestion that some parts might be spared. "I do not recognize the validity of the representation made to me more than once, that I should omit everything not fitted for the purposes of practitioners in a hurry. Law as a study, I think, admits of higher aims than that which inspires the genius of the mass of annotators of statutes." Much statute law, of course, Mr. Beven has to discuss, but it is chiefly with the common law that his task lies, and this has to be found, with such clearness as may be possible, in the decisions of the courts. It is here that Mr. Beven applies his talent for analysis and criticism. "It may be," he says, "as Lord Coke tells us, 'that the whole common law of England resides in the breasts of the judges; but in welling from the sanctity of its source it is apt to flow into distractingly cross currents, and to tinge itself with strong individual traces of the particular channel through which it is drawn.' It is to find 'the true pure stream' that Mr. Beven indulges in the patient and exhaustive examination of cases which have placed him in the first line of commentators. To attempt an adequate examination of this edition would imply that we had as much patience as Mr. Beven himself, and corresponding space at our disposal. It must be sufficient to notice one or two points on which he examines into recent decisions. Specially noticeable is the discussion of *Young v. Grote* (4 Bing. 253) upon the liability of a banker

who pays a forged cheque, where the forgery has been facilitated by the act of the customer (p. 1317). This has been considered in several recent cases—such as *Schofield v. Earl of Londesborough* (1898, A. C. 514), *Imperial Bank of Canada v. Bank of Hamilton* (1903 A. C. 49), and *Colonial Bank of Australasia v. Marshall* (1908, A. C. 559)—and it has sometimes been assumed that it has been overruled. Mr. Beven, however, argues forcibly that this is not so, and that *Young v. Grote* is still sound law as regards the duty existing between a banker and his customer, although a different rule may have prevailed as regards the quite different relation of the holder and acceptor of a bill. Equally interesting is the discussion of the doctrine of estoppel in its relation to forged certificates issued under the seal of a company (p. 1355). For a long time *Shaw v. Port Phillip, ds., Mining Co.* (13 Q. B. D. 103) appeared to forbid a company from repudiating its own seal, but what Mr. Beven calls "its vicious and costly existence as an authority" was put an end to by the decision of the House of Lords in *Ruben v. Great Fingall Consolidated* (1906, A. C. 439), and a forged certificate ranks now as a mere nullity. These are but specimens of the matters with which Mr. Beven deals, and on which he lavishes inexhaustible patience and great critical discernment. The book will not suit the "practitioner in a hurry," but for the examination of a difficult and important question of negligence it is indispensable.

## Books of the Week.

**A Concise Treatise on the Law of Wills.** By H. S. THEOBALD, K.C. Seventh Edition. Stevens & Sons (Limited).

**An Encyclopedia of Forms and Precedents other than Court Forms.** By Eminent Conveyancing and Commercial Counsel, under the General Editorship of ARTHUR UNDERHILL, M.A., LL.D., one of the Conveyancing Counsel of the High Court; assisted by F. G. UNDERHAY, M.A., HAROLD B. BOMPAS, M.A., W. M. CROWDY, B.A., and HUMPHREY H. KING, B.A., LL.B., Barristers-at-Law. Vol. XIV.: Shipping Documents to Tramways. Butterworth & Co.

**Handbook on the Formation, Management, and Winding-up of Joint Stock Companies.** By F. GORE-BROWNE, M.A., K.C., and WILLIAM JORDAN, Company Registration and Parliamentary Agent. Twenty-eighth Edition. Jordan & Sons (Limited).

**The Law Relating to Income Tax, with the Statutes, Forms, and Decided Cases in the Courts of England, Scotland, and Ireland.** By ARTHUR ROBINSON, B.A., Barrister-at-Law. Second Edition. Stevens & Sons (Limited).

**Law: Its Origin, Growth and Function; being a Course of Lectures Prepared for Delivery before the Law School of Harvard University.** By JAMES COOLIDGE CARTER, LL.D., of the New York Bar. G. P. Putnam's Sons.

**Statutes of Practical Utility** passed in 1907 arranged in Alphabetical Order, in continuation of Chitty's Statutes, with Notes, Incorporated Enactments, and Selected Statutory Rules. By W. H. AGGS, M.A., LL.M., Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

**The Master Mariner's Legal Guide.** By ALBERT SAUNDERS, Solicitor. Second Edition, Revised and Enlarged. Effingham Wilson.

**The Patents and Designs Act, 1907** (7 Ed. 7, c. 29), with an Appendix of the Rules, Forms, Fees, and Classification of Goods under the Act, together with the Patents and Designs (Amendment) Act, 1907-8; Extracts from the Interpretation Act, 1890. By ROBERT FROST, B.Sc. (Lond.), Barrister-at-Law. Stevens & Haynes.

**The Rating of Land Values: Notes Upon the Proposals to Levy Rates in Respect of Site Values.** By ARTHUR WILSON FOX, C.B. Second Edition, Revised, with Addenda. P. S. King & Son.

**Man's Day.** By PHILIP MAURO, Counsellor-at-Law. Morgan & Scott (Limited).

**The Annual Digest of all the Reported Decisions of the Superior Courts, including a Selection from the Scottish and Irish, with a Collection of Cases Followed, Distinguished, Explained, Commented on, Overruled, or Questioned, and References to the Statutes Passed during the Year 1907.** By JOHN MZWS, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

**The Small Holdings and Allotments Act, 1907, with Notes and an Introduction.** By W. HANBURY AGGS, M.A., LL.M., Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The honorary degree of D.C.L. was, on Tuesday, conferred upon Professor John Westlake by the University of Oxford. The Regius Professor of Civil Law, Dr. Goudy, sketched his long and distinguished legal career, his succession to Henry Sumner Maine in the chair which he still adorns at Cambridge and his exertions in the cause of peace.

## Correspondence.

## Portraits in the Law Society's Hall.

[To the Editor of the *Solicitors' Journal and Weekly Reporter*.]

Sir,—I heartily approve of the suggestion of "Old Member" in your issue of the 18th ult., and am at a loss to understand the assertion of Mr. Edward H. Quicke, in your issue of the 25th ult., that the proposal to hang a portrait of Mr. Lloyd-George alongside of that of Sir Henry Fowler is "extremely offensive."

I have met no other member of the society, or of the profession, who takes this view of the proposal, and therefore infer that Mr. Quicke is probably unique in his capacity for taking offence. Would it not have been more modest on his part if he had said "extremely offensive to me"?

The same, and the generous, view of the matter is expressed in Sir John Gray Hill's letter in your issue of the 1st inst., and I shall be very glad to join him in subscribing.

House of Commons, Feb. 10.

GEORGE H. RADFORD.

Jurisdiction of French Courts as Regards  
Dissolution of Irish Marriages.[To the Editor of the *Solicitors' Journal and Weekly Reporter*.]

Sir,—In your last issue you call attention to the case of Mrs. McBride's petition in the French courts for divorce from her husband, a domiciled Irishman. Precisely the same point has arisen in the English court. It was first raised in *Livingstone v. Livingstone* in 1905, when the court took the same course as the French court did. In *Fitzgerald v. Fitzgerald*, on the 22nd of February, 1906, the President decided that the respondent's domicil was Irish, but offered to grant a judicial separation if the wife's case was proved. She declined to proceed further with the case, and instituted fresh proceedings in the Irish courts. Finally she obtained a Divorce Act in the last session of Parliament.

Whether the Irish procedure by a private Bill after a divorce *a mensa et thoro* is a *privilegium* or a legal remedy, legislative in form only, has not been finally decided—Lord Westbury in *Shaw v. Gould* (L. R. 3 H. L. 84) expressed the opinion that it was a legal remedy—nor has the question been finally decided whether the Irish courts have the power, if they be so minded, to recognize and adopt an English decree for divorce of persons domiciled in Ireland. Instead of testing that point, the usual practice has been to obtain a private Act "to remove doubts" and adopt the English decree, enacting in statutory form the orders as to settlements, &c., made by the English court: see *Malone's Divorce (Validation) Bill* (1905, A. C. 413).

Before the Union, the British Parliament on three occasions, in the cases of domiciled Irishmen, dissolved marriages *a vinculo*. There is no record of the validity of these divorces having been questioned in Ireland.

The final solution of the problem will probably lie in an appeal from a decision of the Irish courts.

JAMES ROBERTS.

1, Paper-buildings, E.C.

Registration of Personal Representatives as  
Members of a Company.[To the Editor of the *Solicitors' Journal and Weekly Reporter*.]

Sir,—Referring to the recent case of *Re T. H. Saunders & Co. (Limited)*, and your editorial note thereupon in your issue of the 1st inst. [ante, p. 218], we shall be glad of your opinion as to whether or no in case A., holding shares in a limited company with articles as in the quoted case, dying intestate, and B., his administrator, being put on the register in his own right, and, for all that appears to any one but the company, as actual beneficial owner, and then B. dying intestate, administration to his estate being taken out by C., is the company, in face of the rule that representation is not carried on from administrator to administrator, safe in passing a transfer of A.'s shares on a transfer deed executed by C., the second administrator?

We have, not very long ago, advised a company that they were not so justified, but that administration *de bonis non* must be taken to A., for that we did not think that the non-insertion of trusts upon a register would be held to cover such a case as this, but was merely meant to prevent a transfer of shares to X. upon trust for Y. and his family, or such-like ways of limitation, and not the case of a mere executorship or administration.

We hope to see a further note on the matter in a further issue of the *SOLICITORS' JOURNAL*.

Feb. 5.

COUNTRY SOLICITORS.

[We hope to consider the question hereafter.—ED. S.J.]

## CASES OF THE WEEK.

## House of Lords.

*WEIR AND OTHERS v. BROWN AND OTHERS.* 16th Jan.; 6th Feb.

CHARITABLE AND EDUCATIONAL BEQUESTS AND TRUSTS—CONSTITUTION—CONSTRUCTION—RECIPIENTS—PERSONS WHO HAVE SHewn PRACTICAL SYMPATHY, EITHER AS AMATEURS OR PROFESSIONALS, IN THE PURSUIT OF SCIENCE IN ANY OF ITS BRANCHES—UNCERTAINTY—VALIDITY OF BEQUEST.

A testator directed his trustees "to employ the whole residue of my estate, means, and effects in instituting and carrying on a scheme for the relief of indigent bachelors and widowers, of whatever religious denomination or belief they may be, who have shewn practical sympathy, either as amateurs or professionals, in the pursuits of science in any of its branches, whose lives have been characterized by sobriety, morality, and industry, and who are not less than fifty-five years of age, or of aiding any scheme which now exists or may be instituted by others for that purpose."

*Held, that the bequest was not invalid on the ground of uncertainty.*

Appeal from a decision of the Second Division of the Court of Session in Scotland which recalled an interlocutor of the Lord Ordinary. The question was whether a gift in the trust disposition and settlement of the late Mr. John Murdoch constituted a valid bequest to charity or was void for uncertainty. The Lord Ordinary (Lord Johnson) held that it was void for uncertainty, but the Court of Session (the Lord Justice Clerk (Lord Kingburgh), and Lords Kyllachy, Stormonth-Darling, and Low) decided that the bequest was valid. The competing claimants for the fund, the appellants in their lordship's House, were the trustees of the will and the heir-at-law and next-of-kin of the testator. The testator, *inter alia*, directed his trustees "to employ the whole residue of my estate, means, and effects in instituting and carrying on a scheme for the relief of indigent bachelors and widowers, of whatever religious denomination or belief they may be, who have shewn practical sympathy, either as amateurs or professionals, in the pursuits of science in any of its branches, whose lives have been characterized by sobriety, morality, and industry, and who are not less than fifty-five years of age, or of aiding any scheme which now exists, or may be instituted by others, for that purpose."

*Cur. adv. vult.*

Lord LORESCUR, C., in moving that the appeal should be dismissed, said: The bequest was of an unusual kind. Its object, according to the will, was to benefit persons who had shewn practical sympathy in the pursuits of science. A number of conditions were prescribed, and these conditions were not really canvassed in argument and need not be further considered, for no one of them was such as to impart to the bequest an uncertainty which would vitiate it in law. The only point seriously made against this clause in the will was that the recipients of this charity were to be persons who had "shewn practical sympathy in the pursuits of science." These words had been subjected to a rigorous criticism. "What is science," it was asked, "and how are we to know its bounds? What is sympathy in the pursuits of science, and when and how does it become practical? What are pursuits of science in the plural as distinguished from pursuit in the singular?" The thought underlying this current of observation seemed to be that, if a bequest was to a class of persons, the class must be capable of being defined, and be defined so precisely that there could rarely be a doubt who did or who did not fall within it. Now there was no better rule than that a bequeath construction would be placed upon charitable bequests. It was difficult to imagine a construction less belligerent than that suggested by criticisms such as those to which he had alluded. Few, indeed, were the charitable bequests that could survive such an ordeal. The fact was that, whenever any one wished to describe a class of people otherwise than by referring to their age, sex, birthplace, or similar facts capable of precise ascertainment, the language used must of necessity be general, and there must always be numerous cases on the border line. Deserving literary men who have not been successful, poor members of a particular trade, reduced gentlewomen, were examples of classes of persons who might certainly be benefited; but in each case exactly the same reasoning might be used as was used in the present case to destroy the validity of the will. There was no law requiring that kind and degree of certainty. All that could be required was that the description of the class to be benefited should be sufficiently certain to enable men of common sense to carry out the expressed wishes of the testator. I have no doubt that this can be done here. Persons who have shewn practical sympathy in an object obviously were persons who have given time or money or made some sort of sacrifice to further it. His lordship was satisfied that the trustees, or, failing them, the court, would find no difficulty in giving effect to the bequest. Accordingly this appeal failed. The parties had agreed that the appellants were to have their judicial expenses of appeal out of the trust funds, the expenses as awarded in the Court of Session to remain unaltered. He thought their lordships might properly act upon this agreement.

Lord MACNAGHTEN concurred. This gift, it was said, was void for uncertainty. Why? The relief of those who suffered from the ills of poverty and the weight of advancing years was by common consent the peculiar province of charity, and he supposed it had happened to most men to form an opinion as to the moral and the general character of some applicant for some employment or other. He did not think that the task of selection here was one really beyond the capacity of any ordinary individual. There remained one other qualification to be considered, "What was science? And what was practical sympathy in the pursuits of science?" Science, it was said, was so vague and comprehensive a term as to be meaningless. In the view of the Lord Ordinary, "science" was a

term of no definite or particular meaning." That was certainly not the view of the Legislature. There were, for instance, many enactments in favour of institutions formed for the advance of "science." The generality of the word had never prevented the court from applying to the particular case before it the provisions of the Act under its consideration. But what was "practical sympathy"? "An altogether nebulous phrase," said the Lord Ordinary. It was not, perhaps, a happy expression, but if the directions of the testator were followed with a willing mind it was, his lordship thought, perfectly intelligible. The wish of the testator was to help those who were in need of help, and who had done something, much or little, in the way of promoting some branch of science.

Lords ROBERTSON, ATKINSON, and COLLING concurred. — COUNSEL, Upjohn, K.C., and C. D. Murray; Clyde, K.C., Cullen, K.C., and Stair A. Gilson, SOLICITORS, Collyer-Bristow & Co., for Murray, Lawson, & Darling, Edinburgh; John Kennedy, for J. & J. Turnbull, Edinburgh.

[Reported by ERKINE REID, Barrister-at-Law.]

## Court of Appeal.

Re FREEMAN. SHILTON v. FREEMAN. No. 2. 5th Feb.

CHARITY—WILL—BEQUEST—GIFT TO CHARITABLE SOCIETY—GIFT FOR PURPOSES NOT NECESSARILY CHARITABLE—UNCERTAINTY.

*A gift to a charitable society to be applied for purposes not necessarily charitable, to be determined by the society, is not a good charitable gift.*

This was an appeal from a decision of Joyce, J., who had held that a certain bequest in the will, dated the 15th of December, 1903, of Charles Freeman, was not a valid charitable bequest. The testator, who died in 1906, gave the residue of his estate to the treasurers for the time being of the Charity Organization Society in London, or any other society or corporate body which might thereafter be formed to take over its property and to carry out its work, upon trust to invest the same as therein mentioned, and out of the annual income arising from such investments to pay and retain one-tenth part of such annual income for the purposes of the society as the governing body might think fit, "and to divide and pay the residue of such annual income to such other society or societies as shall, in the opinion of the governing body of the Charity Organization Society, be most in need of help besides fulfilling the standard of good management, efficiency, and economy of such Charity Organization Society." A summons was taken out by one of the executors and trustees of the will to determine whether this bequest of nine-tenths of the income of the residue was a valid charitable bequest. Joyce, J., held that it was not a valid charitable bequest, and that nine-tenths of the residuary estate were undisposed of by the will and passed to the testator's next-of-kin. The Attorney-General appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.J.J.) dismissed the appeal.

COZENS-HARDY, M.R., said that the principle which must be applied to the construction of the clause in the will in question was that it must be found, either by express words or by necessary implication, that the testator did intend his whole residuary estate to be devoted to charitable purposes, and, if so, the court was entitled, and indeed bound, to qualify the generality of the words, which, in the absence of such a purpose, would include both charitable and non-charitable objects. In the present case it could not be said, and indeed it was scarcely contended on behalf of the Attorney-General, that any indication of general charitable purposes could be got out of the mere fact that the trustee was a charitable society. The question was not what was the trustee, but what were the trusts. It was said that, having regard to the peculiar character of the Charity Organization Society, "societies" in the will must mean societies *ejusdem generis*. That was not, however, expressed, and it was extremely difficult, if not impossible, to say that the gift was not to charitable societies generally but to charitable societies having the same objects and of the same class as the Charity Organization Society. Nothing could be found in the will to justify the conclusion that this was a gift for general charitable purposes. The appeal, therefore, failed, and the decision of the learned judge in the court below was right.

FLETCHER MOULTON and BUCKLEY, L.J.J., also delivered judgments dismissing the appeal.—COUNSEL, Sir W. Robson, A.G., and G. Lawrence; Younger, K.C., and Dighton Pollock; W. F. Webster; T. T. Method, SOLICITORS, The Treasury Solicitor; Freeman & Cooks; Wentworth & Sons; G. Shilton.

[Reported by J. I. STIRLING, Barrister-at-Law.]

Re SIDNEY. HINGESTON v. SIDNEY. No. 2. 4th Feb.

CHARITY—WILL—BEQUEST—CHARITABLE USES OR EMIGRATION USES—UNCERTAINTY.

*A gift for such charitable uses or such emigration uses as the trustees think fit is not charitable, and is void for uncertainty.*

This was an appeal from a decision of Swinfen Eady, J. (reported 1908, 1 Ch. 126). The testator, John Sidney, by his will made in 1905, gave all his estate not thereby otherwise disposed of upon trust to dispose of the same for such charitable uses or for such emigration uses, or partly for such charitable uses and partly for such emigration uses as they should in their absolute and uncontrolled discretion think fit. A summons was taken out by his executors asking, *inter alia*, whether the said bequest was a good and valid charitable gift. Swinfen Eady, J., decided that the gift was too vague and indefinite, and not charitable, and therefore failed. The Attorney-General appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.J.J.) dismissed the appeal.

COZENS-HARDY, M.R., said it had been argued by the appellant that the gift was in the first place a gift in relief of poverty because the bequest ought to be read as a gift for the benefit of poor emigrants, and emigrants, in the common acceptance of the word, were usually persons who required assistance. In his opinion there was no justification for reading in the word "poor." The trustees would have committed no breach of trust under the terms of this bequest had they applied the money for emigration purposes which did not benefit poor persons, and the statutes regulating the accommodation for poor emigrants afforded no assistance in constraining the terms of this gift. Then it was argued that the gift was for purposes beneficial to the community; those words, as had been pointed out in *Re Mastiff* (1896, 2 Ch. 451), could not be construed too widely, for it did not follow that every object of public general utility must necessarily be a charity. There might, of course, be some purposes of public general utility which might be charitable and some which might not. A very good illustration of this class of gift was to be found in *Kindall v. Granger* (5 Beav. 300), which had been approved of by the Court of Appeal, where the language was "for encouraging undertakings of general utility," and Lord Langdale came to the conclusion that that was not a charity. In the present case the gift did not mention any class of emigrants or any where they were to come from or to go to; it was altogether vague and indefinite. On both grounds the contention of the appellants failed, and for the reasons given by Swinfen Eady, J., his lordship also came to the conclusion that the gift failed and that the appeal must be dismissed.

FLETCHER MOULTON and BUCKLEY, L.J.J., delivered judgment to the same effect.—COUNSEL, Sir W. Robson, A.G., and G. Lawrence; E. C. Macnaghten, K.C., and de Montmorency; Robb, SOLICITORS, The Treasury Solicitor; Beachcroft, Thompson, & Co.; Saw & Sons.

[Reported by J. I. STIRLING, Barrister-at-Law.]

NUGENT v. NUGENT. No. 2. 4th Feb.

RECEIVER—ACTION—SALE BY MORTGAGEE—PURCHASE BY RECEIVER WITHOUT LEAVE OF COURT.

*A receiver of the court is absolutely barred from purchasing the property of which he is receiver without the leave of the court, and the court will not consider whether, in the special circumstances of any particular case, there is no probability of there being anything wrong or not.*

This was an appeal from a decision of Swinfen Eady, J. (reported 1907, 2 Ch. 292). The question arose out of disputes between the defendant, Countess Anna Nugent, and her sisters and brother as to their rights and interest in No. 4, Third-avenue, Hove, Brighton. The facts were shortly as follows: In May, 1905, the defendant, who was entitled to one fourth share, was appointed, in a partition action, receiver of the rents and profits of this house, without salary. In November following a mortgagee, whose interest was in arrear, obtained an order giving her liberty as mortgagee (notwithstanding the appointment of the receiver) to enter and take possession and to receive the rents and profits, to exercise her power of sale by public auction, and to lodge the proceeds of sale in court after deducting principal, interest, and costs. The mortgagee, as a fact, did not take possession, but put the house up for sale by auction. In January, 1906, the defendant, without obtaining the leave of the court, instructed an agent to bid at the auction and bought the house for £3,500. On completion of the purchase the mortgagee paid the balance of the purchase-money, £380, into court. The defendant claimed to retain the house under her purchase at the auction. Swinfen Eady, J., decided that the defendant as receiver could not purchase the property of which she was receiver without the sanction of the court, even where, as in this case, the sale was made by a mortgagee selling with leave outside the action. The defendant appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.J.J.) dismissed the appeal.

COZENS-HARDY, M.R., said it was important to remember, in dealing with this class of case, that the court did not proceed upon the footing that there had been fraud or any improper conduct on the part of a person in the position of the defendant, but upon the general principle that it would be dangerous to allow a person who had so much control over the property as a receiver of the court must necessarily have, with such opportunities of acquiring a knowledge of the circumstances and value of it which may not be attained by others, to purchase the property without the sanction or knowledge of the court, because it was impossible to ascertain whether a receiver had taken advantage of his position or not. Consequently it must not be assumed that, apart from the fact that the defendant was a receiver, there had been anything irregular or improper in this case. The position of the receiver in this case was clearly a fiduciary one, and the fact that the defendant was also one of the tenants in common made no difference in her fiduciary position, and his lordship saw no grounds for taking this case out of the general rule he had just stated. The receiver, having full knowledge of the rental and valuation, occupied the very position provided for by the rule of the court, that a person in a fiduciary position, with special means of knowledge not available to others, was not allowed to purchase a particular property of which she was trustee. It had been argued that there were no special circumstances in this case and nothing special about this house which would put the receiver in any better position than any one else, but in his lordship's view of the case the court had no right to consider whether under the special circumstances of any particular case there was no probability of there being anything wrong or not. The case of *Allen v. Bond* (Fl. & K. 196), had distinctly and clearly laid it down that a receiver of the court was absolutely debarred from purchasing the property of which he was receiver for his own benefit unless he obtained the sanction of the court; that case was, in his opinion, good law, and Swinfen Eady, J., was quite right in following it. The appeal failed and must be dismissed.

FLITCHER MOULTON and BUCKLEY, L.J.J., delivered judgments to the same effect.—COUNSEL, E. C. Macnaghten, K.C., and Buskoff; Jenkins, K.C. and J. S. Green. SOLICITORS, Hicki, Arnold, & Masley; Greenwood, & Greenwood.

[Reported by J. I. STIRLING, Barrister-at-Law.]

## High Court—Chancery Division.

TREMAYNE v. RASHLEIGH. Eve. J. 23rd, 24th, and 30th Jan.; 4th Feb.

SETTLEMENT—COVENANT TO SETTLE OTHER AND AFTER-ACQUIRED PROPERTY—PROPERTY APPOINTED BY DONES OF GENERAL POWER TO HERSELF—PROPERTY OR POWER—IRISH LANDS—IRISH LAND ACTS, 1903 (3 ED. 7, c. 37), s. 48; and 1904 (4 ED. 7, c. 34), s. 3, SUB SECTION 1—BONUS ON SALE TO TENANT FOR LIFE—BONUS INCLUDED IN COVENANT TO SETTLE AFTER-ACQUIRED PROPERTY.

Under the marriage settlement of E. E. T. and her husband, dated the 17th of November, 1897, certain funds were settled upon E. E. T. for life and, in certain events, for such persons or persons as she should appoint. On the 26th of March, 1902, E. E. T., while covert, executed a voluntary settlement of all her property, containing a covenant to settle any other property to which she then was or might in the future during her then coverture become entitled. The coverture ceased in 1904. In April, 1905, a sum of £2,800 became payable to the trustees of the marriage settlement. In July, 1905, E. E. T., then no longer covert, became entitled to exercise her power of appointment under the marriage settlement, and in December, 1905, E. E. T. appointed the sum of £2,800 to herself absolutely. Upon the question whether this sum was within the covenant to settle other or after-acquired property in the voluntary settlement of 1902,

Held, following *Townshend v. Harrowby* (27 L. J. Ch. 553), that the appointed property was not included in the covenant to settle other or after-acquired property.

By the same voluntary settlement of 1902 E. E. T. settled her life interest in certain lands in Ireland. These were sold under the Irish Land Act, 1903, for a sum of £2,010, and under the provisions of that Act and the Irish Land Act of 1904 E. E. T., as tenant for life, became entitled to a bonus of £241 out of the Land Purchase Aid Fund.

Held, that the bonus was included in the covenant to settle other and after-acquired property in the voluntary settlement of 1902.

By the marriage settlement dated the 17th of November, 1897, of J. C. L. Tremayne and the plaintiff, Mrs. E. E. Tremayne, certain funds were settled after the life interests of the husband and wife, and in default of issue, for such persons and purposes as the plaintiff should while not under coverture by deed revocable or irrevocable, or should whether covert or sole by will or codicil appoint. The marriage took place on the 18th of November, 1897. On the 26th of March, 1902, the plaintiff, being then still under coverture, executed a voluntary settlement whereby all the property to which she was then entitled, except as there declared, was settled upon certain trusts, and the plaintiff covenant'd that if she then was, or if at any time during her then coverture she should become seized, possessed of, or entitled of or to any real or personal property (other than the property thereby specifically settled) for any estate or interest whatsoever in possession, reversion, remainder, contingent, or expectancy (except certain property specifically excepted), then and as often as the same should happen all such real or personal estate (except as aforesaid) should be held on the trusts of the voluntary settlement. On the 19th of December, 1904, the plaintiff obtained a decree absolute of divorce against J. C. L. Tremayne. There were no children of the marriage. On the 12th of April, 1905, the plaintiff's father died, and thereupon a sum of £2,800, part of the funds settled in 1897, became payable to the trustees of the marriage settlement. On the 10th of July, 1905, a decree was pronounced in the Divorce Court that the powers and interests of J. C. L. Tremayne under the marriage settlement should be extinguished, and that the trustees of that settlement should reconvey the property therein comprised to the plaintiff as if J. C. L. Tremayne were dead. On the 4th of December, 1905, in pursuance of her powers under the marriage settlement, the plaintiff appointed that the trust funds of the marriage settlement should be held for her absolutely. On these facts the question now raised was whether on the true construction of the voluntary settlement of the 26th of March, 1902, the sum of £2,800, as part of funds comprised in the marriage settlement of the 17th of November, 1897, was property within the meaning of the agreement to settle other and after-acquired property in the voluntary settlement of 1902, or to which the plaintiff then was or during the continuance of her said marriage became possessed or entitled. Part of the property conveyed by the voluntary settlement of 1902 consisted of the plaintiff's interest in certain annual rents in the freehold of Garracloon, in the county of Mayo. On the 7th of July, 1902, in the Chancery Division of the High Court in Ireland, the Vice-Chancellor made an order declaring that the trustees of the voluntary settlement of 1902 were entitled to enter into possession of the rents and profits of Garracloon during the life of the plaintiff. The Garracloon lands were agreed to be sold to the tenants under the Irish Land Act, 1903, for £2,010, and in respect of this sale a sum of £241 4s., representing a percentage or bonus of 12 per cent. on the sale price, became payable out of the Land Purchase Aid Fund, under the provisions of section 48 of the Irish Land Act, 1903. By the allocation schedule of the Irish Land Commission relating to these sums of £2,010 and £241 4s., the latter sum was directed to be paid to the trustees of the voluntary settlement of 1902 upon the trusts affecting the plaintiff's after-acquired property. It appeared that in consequence of the decision in the case of *Re Ely's Estate*,

(1904, 1 Ir. Rep. 66) the Irish Land Act, 1904, was passed. By section 3, sub-section 1, of the last-mentioned Act it is provided that where the vendor of a solvent estate settling under the Irish Land Act, 1903, is a tenant for life he shall be entitled to receive the percentage for his own use and benefit, and in such a case the sum does not form part of the moneys payable to the trustees of the settled estates. The question now raised on this point was whether the sum of £241 4s. was property subject to the trusts of the voluntary settlement of 1902. Adjourned summons. Judgment reserved on both questions.

Eves, J.—On the first question, after setting out the facts, the learned judge referred to *Schofield v. Spooner* (26 Ch. D. 24), and said that it was necessary in the present case to distinguish property from power. The learned judge followed the judgment of Kendersay, V.C., in *Townshend v. Harrowby* (27 L. J. Ch. 553). There was no obligation on the plaintiff to exercise the power in favour of the beneficiaries, under the settlement of 1902. That settlement was voluntary and did not affect the construction. Of the decided cases *Bower v. Smith* (L. R. 11 Eq. 279) was not applicable here. In that case there was a gift over to a stranger. Nor did *Seaward v. Pippington* (1877, W. N. 29) assist the present case. In *Re Gerard* (58 L. T. 800) North, J., followed *Bower v. Smith* (*ubi suprad.*), while Kekewich, J., in *Re O'Connell, Maule v. Jagoe* (1903, 2 Ch. 574), followed *Steward v. Pippington* (*ubi suprad.*). Upon consideration the learned judge preferred the earlier authorities, and held that the power of appointment and the property appointed under it were not caught by the settlement of 1902. On the second question the learned judge held that the contention that the bonus of £241 4s. should follow the trusts of the life interest under the appointment of 1904 was precluded by *Re Lady Annaly's Trusts* (92 L. T. 13), followed by *Re Power* (1907, 1 Ir. Rep. 51). This bonus was not an incident of the life estate but an interest arising out of the whole real estate, which accrued during the coverture, and was property caught by the covenant in the settlement of 1902.—COUNSEL, Hon. F. Russell; Charles J. Mathew. SOLICITORS, Charles Russell & Co.

[Reported by A. S. Orr, Barrister-at-Law.]

## High Court—King's Bench Division.

WALFORD AND OTHERS v. WEST RIDING OF YORKSHIRE COUNTY COUNCIL. Channell, J. 2nd Feb.

EDUCATION—NON-PROVIDED SCHOOL—DIRECTION ALTERING CHARACTER OF SCHOOL—ULTRA VIRES—JURISDICTION OF THE COURT TO ENTERTAIN COMPLAINT—EDUCATION ACT, 1902 (2 ED. 7, c. 42), ss. 3, 7.

A county council directed (inter alia) that a non-provided school should in future be used only for teaching children attending the school until they passed the third standard, and that scholars who passed that standard should attend another school. The managers of the school in question complained that the directions given by the county council were ultra vires, as they in effect altered the character of the school. The managers refused to comply with the directions, and the county council threatened to cease paying the expenses of the school. The main question argued was whether the court had jurisdiction to entertain the complaint, it being contended by the defendant council that any appeal against the directions must be made to the Board of Education.

Held, that the court had jurisdiction, and that the plaintiffs had not ceased to be entitled to carry on the school as a fully recognized non-provided elementary school by reason of noncompliance with the directions of the defendants to convert the school into an infants' and junior school, and that the plaintiffs were entitled to the relief they sought.

Action tried before Channell, J., sitting without a jury. The plaintiffs were the Rev. Robert Wilford, of Garforth Rectory, Leeds, and all the other managers, save one—who was appointed by the defendants—of the only Church of England school in the parish, the trustees of the institution, and the parents of scholars attending it, and they complained of certain directions and requirements of the defendant county council as ultra vires, and sought by the action to have them set aside. These regulations would, the plaintiffs said, have the effect to a large extent of blotting out the school for the purpose of religious instruction, as they provided that education should be given in the school only in the first, second, and third standards, which meant that children in standards four to seven would be driven to attend county council provided schools in which Church of England teaching was not afforded. The defendants' case was that they acted within their powers under the Education Act, 1902, and that the court had no jurisdiction to deal with the question raised, which could only be determined by the Board of Education, who had already decided it in their favour. The arguments occupied several days, and judgment was reserved.

Feb. 3.—CHANNELL, J., delivered a written judgment, in the course of which he said the important question was whether the court had jurisdiction to entertain the complaint. The school in question was a public elementary school within the meaning of the Education Acts. It was recognized in every way as such, and was what was known and described since the passing of the Act of 1902 as a non-provided school. It was founded about 1882 under a trust deed purporting to be made under the School Sites Act, 1841, for the education of children according to the doctrines of the Church of England. After the Act of 1902 came into force a body of managers was appointed under sub-section 2 of section 6 of that Act. On the trust deed being put in evidence at the trial, a doubt arose as to who really were now the trustees of the school, and it was agreed that the trustees should be struck out as plaintiffs on the

terms that no objection that they ought to be joined should be taken either at the trial or in any court of appeal. The plaintiffs, therefore, might be described as persons interested in having the school carried on in the way it had hitherto been—namely, as a Church of England non-provided public elementary school—and it must therefore be taken that if the complaint which the plaintiffs made, that this had wrongfully been interfered with by the defendants, they were the proper persons to bring the action. Now, the main ground of complaint was that the defendants claimed to direct that the school in future should be conducted only as a school for infants. In argument the defendants justified this claim rather as a threat to cease paying any of the expenses of the school. There had been a controversy as to whether the accommodation in the school was sufficient; that was admittedly a question for the local authority to decide; but he doubted whether the questions raised in that controversy could be used to bring within the exclusive jurisdiction of the Board of Education the matters which were the main cause of complaint in this action, and as to which he had to consider on other grounds whether they were or were not within the exclusive jurisdiction of the board. Now, the school had always had more than thirty scholars, and had therefore always been "necessary" under section 9. That brought him to the main complaint, which was that the defendants claimed the right to direct that the plaintiffs' school should be conducted only as a school for infants, or as a junior school for the lower standards 1 to 3, and that all scholars who at the time of the direction were being taught in standards 4 to 6 should leave and attend the new provided school for instruction in the higher standards. The scholars in standard 7 were to be allowed to remain for a time, on the ground that they would be shortly completing their school course. The defendants claimed the right to take away all scholars who had passed standard 3, and had taken effectual means to give effect to this claim by issuing a circular to the parents of the children attending the school. The defendants justified their action and claimed the right to cease paying any of the expenses of the school if the directions were not complied with, though they did not assert the right to prevent the plaintiffs from continuing to receive and teach the scholars in question if they were willing to do so at their own expense. The effect of this direction by the defendants was to alter the whole character of the school; and, as the plaintiffs objected, took away the opportunity, which they said the law allowed them under restrictions, to give religious instruction in accordance with the doctrine of the Church of England to scholars throughout the whole of their school life. It was pretty clear that the defendants' motive was to interfere with the religious instruction given by the plaintiffs. He thought, however, he had nothing to do with motive, but had only to deal with the acts of the defendants and the results. His lordship then dealt with the powers given by the code and said that he did not think that the plaintiffs' case depended solely on section 7, and he referred to *Attorney-General v. West Riding County Council* (1907, A. C., at p. 20) and *Blencow v. Northamptonshire County Council* (1907, 1 Ch. 504). He thought the enforcement of obedience to the law must always rest with the tribunals of the country, although it was not uncommon in modern legislation to deprive some person or body assumed to be skilled in the matter the sole power of deciding matters necessary to be decided in applying the law. In such cases the limits of the assigned jurisdiction were strictly confined. It seemed to him that there should be, first, a declaration that the plaintiff managers, with another manager appointed by the defendants, had not ceased to be entitled to carry on the parochial school at Garforth as a fully recognized non-provided public elementary school by reason of non-compliance with the directions of the defendants to convert that school into an infants' and junior school; secondly, that the directions of the defendants to convert the said school into an infants' and junior school were *ultra vires* of the defendants and void, and if acted on would be a breach of the defendants' obligation to maintain the school; and, thirdly, an injunction restraining the defendants, their servants or agents, from taking any steps to enforce the conversion of the said school into the infants' and junior school. Accordingly he gave judgment for the plaintiffs, with costs.—COUNSEL, Sir Robert Finlay, K.C., and Barlow; Danckwerts, K.C., Sergeant, and Latter. SOLICITORS, Crawley, Arnold, & Co.; Clements, Williams, & Co.

[Reported by ERKIN REID, Barrister-at-Law.]

WEST v. BRISTOL TRAMWAYS CO. (LIM.). Div. Court.  
3rd and 4th Feb.

NUISANCE—USE OF SOFT WOOD CREOSOTED FOR WOOD PAVING—DEFENCE OF STATUTORY AUTHORITY—OBLIGATION TO USE WOOD PAVING.

A tramway company who are bound by statute to pave part of a roadway with wood paving, if they use soft wood creosoted, and damage results to plants in the neighbouring gardens from the creosote, cannot justify in an action by pleading the statute, where it is proved that they could have used hard wood not creosoted, such as Jarrah wood, and this is as although they prove that the balance of advantage lies in using the soft wood creosoted.

Appeal from the Tolsey Court of Bristol in a case tried before the judge with a jury. The plaintiff was a nurseryman, whose gardens fronted Cheltenham-road, Bristol. The defendants were the owners of tram lines laid upon that road. In April, 1906, the defendants relaid a portion of this road opposite the plaintiff's gardens with wood blocks treated with creosote. The plaintiff brought an action in the Tolsey Court for damages in respect of injury to his nursery gardens, plants, flowers, and crops caused by noxious dust and/or vapour from materials placed by the defendants on the line of their tramway on this road—namely, the creosoted wood blocks. The defendants pleaded that the damage was not caused by the creosote, that the acts complained of were done under section 28 of the Tramways Act, 1870, and section 8 of the Bristol Tram-

ways Act, 1894, that the work was done in the ordinary usual and proper manner without negligence, and that in any case the damages were too remote. By section 8 of the Bristol Tramways Act, 1894: "The company shall pave with wood or (by mutual agreement) with other suitable material to the satisfaction of the corporation so much of" certain roads therein specified including the part of Cheltenham-road in question "as lies between the rails of the tramways in the said respective roads and so much of the roadway as extends 18 inches beyond the rails of and on each side of such tramways, and also (where double lines are or shall be laid in those roads) the portion of the roadway between such double lines." It appeared from the evidence that there were two forms of wood paving used in such circumstances: the one of using a hard wood such as Jarrah wood, the other of using a soft wood hardened with creosote. Evidence was also given that Jarrah wood tended to expand in damp places such as this part of Cheltenham-road, causing damage to the roadway. The jury found, in answer to the questions left to them, that the injury to the plaintiff's plants was caused by the wood-paving used by the defendants, and that it was not absolutely necessary for them to pave the road as they did at the time they did. In answer to an additional question put to them they said that it was reasonably necessary for the defendants to repave the road in the way they did and at the time they did according to the knowledge of the defendants at the time, but that, in the light of the evidence given at the hearing, it was not reasonably necessary. Upon these findings the judge entered judgment for the plaintiff. The defendants appealed.

PHILLIMORE, J., in the course of a long judgment, after observing that it was admitted there was evidence to support the first finding of the jury, that it was certainly a startling conclusion, and that he would not say that the last word of science had been pronounced upon it, continued: If Parliament orders a thing to be done, and there is only one way of doing it, Parliament has as much ordered that way of doing it as if it had expressly ordered that method. It therefore is necessary in this case to ascertain whether Parliament has or has not authorized the method of paving here employed. We must refer, not only to the express words of the statute, but also to the implications which must necessarily be made. When this has been done, we see what the Act has authorized. Here Parliament has authorized, and indeed commanded, the defendants to repair this road from time to time as and when it is required, and to do it with wood paving. If the defendants, in doing this, block the road, though it may be a great injury to a tradesman, he goes without redress. And the same consideration would apply to other injury, which was the result of exercising the power. But it happens that there are two methods of wood paving: the one of using a soft wood, hardened with creosote, the other of using a hard wood such as Jarrah wood. In this case the defendants might have used either soft wood creosoted or Jarrah wood. They shewed that there were various advantages in using the soft wood creosoted. It may be that they shewed that there was a balance of advantage in using such wood for paving, but they did not shew that such wood was the only way of paving the road with wood, and they did not shew that it was the only method which Parliament contemplated should be used. It seems to me, therefore, that, though the defendants can plead the authority of Parliament for paving with wood, they cannot plead that authority for using creosoted soft wood. The mischief done was due to the creosote, and not to the wood. This mischief, whether it consisted of material particles or of gases, may be compared to the "wild animal" mentioned in the old cases, to the store of water in *Fletcher v. Rylands* (1868, L. R. 1 Ex. 265), or to the electric current in *National Telephone Co. v. Baker* (1893, 2 Ch. 186). If the use of creosote is dangerous, the defendants had no authority to use it. On this ground, therefore, I think the action should succeed. [The learned judge then dealt with the findings of the jury, stating that they amounted to a verdict for the plaintiff.]

WALTON, J., delivered judgment to the same effect.—COUNSEL, T. W. H. Inskip; Clavell Salter, K.C., and B. R. Vachell. SOLICITORS, White & Co., for James Inskip & Sons, Bristol; Stanley, Washbrough, & Doggett, Bristol.

[Reported by C. G. MORAN, Barrister-at-Law.]

WHITELEY v. BURNS. Div. Court. 10th Feb.

REVENUE—MALE SERVANT—BUSINESS HOUSE—MEN EMPLOYED IN THE SERVING OF MEALS—"WAITER"—CUSTOMS AND INLAND REVENUE ACT, 1869 (32 & 33 VICT. c. 14), ss. 18, 19.

By section 18 of the Customs and Inland Revenue Act, 1869, there shall be paid for every male servant 15s. a year. By sub-section 3 of section 19 "the term male servant means and includes any male servant employed either wholly or partially in any of the following capacities—that is to say, cook, house-porter, footman, page, waiter . . . or in any capacity involving the duties of any of the above description of servants by whatever style the person occupying any such capacity may be called." A business house employed men to help in the preparation and serving of meals provided for the indoor staff of assistants. The magistrates held that these men were male servants within the meaning of section 19 of the Act of 1869, and convicted the appellants, who had not complied with section 18 of the Act.

Held, that the decision of the magistrate was wrong, and that the conviction must be quashed.

Special case stated by a metropolitan police magistrate raising a question whether certain employees of William Whiteley (Limited) were "male servants" within section 19 of the Customs and Inland Revenue Act, 1869, for whom it was necessary to take out a licence. William Whiteley (Limited) had been convicted by the magistrate for not having taken out a licence under the Act of 1869 for male servants in respect of thirty-five men who are employed by them in the serving of meals and in waiting on their 1,600 assistants. These men were paid by the week, and were not

under the complete control of the appellant firm, because when they went away every day they were free to do as they pleased. The magistrate stated a case, and on behalf of the firm it was contended that the men in question did not come within the definition of "male servants" in section 19 of the Act of 1869, and that no licence was therefore necessary. It was said they were trade servants and that the "Act only struck at employés kept for the purpose of luxury, and not at those who were necessary to enable a man to carry on his business. On behalf of the Crown it was said that the appellants to succeed must read into the legislation a general exemption of trade servants which, although such an exemption once existed, had been repealed. Having dropped that general exemption Parliament proceeded to make certain specific exemptions, which did not include waiters. Ultimately waiters were made taxable generally as male servants, but still with the exception of one man allowed to licensed victuallers. The men in this case were "waiters," and therefore subject to a licence as the magistrate had decided. The Act was not confined to the taxing of men who were employed merely as a luxury as distinguished from men necessarily employed for business purposes. In reply it was submitted that the men were not waiters, but merely business assistants.

Lord ALVERSTONE, C.J., said the case raised an important point to large trading houses employing an indoor staff, but he thought the court could not construe the Acts in the way in which the Attorney-General had asked them to do. He did not think that they ought to hold that the words of the statute meant to tax all trade employés who did work of the same character as would be done in a private establishment by servants who were engaged there. He did not think these men were "waiters," because, in addition to some waiting, they did preliminary work in connection with meals and washing up. They were not waiters in the technical sense of the term, and, this being a taxing Act, must be construed strictly. It was quite clear that the Act of 43 Geo. 3, c. 161, Schedule C, r. 1, was not meant to include all servants, because rule 2 included certain servants, as did some of the other rules also, which shewed that the Legislature thought it necessary to add such words in order to bring those other servants within the taxing words. No doubt it was difficult to deal with the word "waiter" as used in section 19 of the Act of 1869. Take the case of a market gardener. If they were to hold that these men at Whitley's were taxable, they would have to say that market gardeners were also taxable. *Solomon v. Cropper* (79 L. T. 301) dealt with the case of servants in clubs; the people who used clubs used them with all the advantages and luxury of a private house, and it was there held that a club steward was not taxable. The decision of the magistrate was, in his opinion, wrong, and should be reversed.

LAWRENCE and SUTTON, JJ., concurred, and the appeal was therefore allowed, and conviction quashed.—COUNSEL, *Sherman, K.C.*, and *Macoun; Sir W. S. Robson, A.G.*, and *W. Finlay, SOLICITORS, Lloyd-George, Roberts, & Co.; Solicitor for Inland Revenue.*

[Reported by ERKINE REID, Barrister-at-Law.]

## Solicitors' Cases.

### Solicitors Ordered to be Struck Off the Rolls.

Feb. 10.—EDWARD MOUNTFORD COLEMAN, Leamington.

Feb. 10.—ROBERT GEORGE FOWLER, 12 and 13, Henrietta-street, and 113, Cannon-street, London; and Purley.

### Solicitor Ordered to be Suspended.

Feb. 10.—JOHN AUGUSTUS ATHERTON, 15, Abchurch-lane, London, suspended for three years from the 1st of March.

## Societies.

### Worcester and Worcestershire Incorporated Law Society.

The annual meeting of this society was recently held at the Law Library, Pierpoint-street. Present—Messrs. A. S. Allen (president), T. Southall, F. R. Jeffery, W. W. A. Tree, G. F. S. Brown, W. T. Curtler, J. L. Wood, G. W. Hobson, F. B. Dingle, J. B. B. Hill, N. G. Hyde, F. G. Hyde, E. C. Harrison, L. R. Needham, and W. B. Hulme (hon. secretary). The annual report of the committee and the hon. treasurer's accounts for the past year were received and adopted, and the following officers were elected for the ensuing year: President, Mr. A. S. Allen; vice-president, Mr. J. H. Yonge; committee, Messrs. F. R. Jeffery, W. W. A. Tree, W. T. Curtler, R. A. Essex, and J. L. Wood, in addition to the officers of the society; auditors, Messrs. T. R. Quarrell and C. T. E. Clarke; hon. treasurer, Mr. S. B. Garrard; and hon. secretary, Mr. W. B. Hulme. Mr. J. R. Anthony was unanimously elected a member of the society, and a resolution was passed heartily congratulating Judge Amphlett, K.C., on his elevation to the county court bench.

The following are extracts from the report of the committee:

**Members.**—The present number of members is fifty-six, which is an increase of one on the number of members last year. There have been no deaths or resignations. The new member is Mr. Leonard Ronald Needham.

**Election of Ordinary Members of the Council of the Law Society.**—Correspondence with regard to the candidature of Messrs. Pinson and Gurney as ordinary members of the Council of the Law Society was considered,

from which it appeared that Messrs. Pinson and Gurney were practically independent candidates and were standing as such in conflict with the scheme adopted by the Associated Provincial Societies in 1896, in regard to the election of country members of the Council, which provides that the candidate adopted by such association shall be supported by the individual societies forming the association. Your committee directed that a circular should be sent to the members of this society who are members of the Law Society asking them to support the election of the candidate selected by the Associated Provincial Law Societies and to oppose the election of Messrs. Pinson and Gurney. The candidate, Mr. Frank William Stone, of Tunbridge Wells, supported by the Associated Provincial Societies, was duly elected.

**Election of Ordinary Members of Council of Law Society.**—At the half-yearly meeting of the society the policy to be followed in the election of ordinary members of the Council of the Law Society was considered, and the conclusion arrived at was that it was desirable that members of this society who are also members of the Law Society should in future defer filling up their voting papers until the lapse of sufficient time to give the committee of this society an opportunity to consider any matters which it might be desirable to bring to the attention of members before voting. The committee will be glad if members will bear this recommendation in mind.

**Election of Mr. John Stallard as Mayor.**—On the 9th of November Mr. John Stallard, a member of the society, was elected Mayor of Worcester. In the last fifty years only six solicitors have sat in the chief magistrate's chair. Mr. Stallard's election to the office therefore demanded some show of appreciation for the honour conferred upon a member of this society, whose family in the last fifty years has supplied four mayors to the city. Mr. Stallard was on the 11th of December entertained at dinner at the Guildhall. The president, Mr. A. S. Allen, was in the chair, and he was supported by the vice-president (Mr. J. H. Yonge), his Honour Judge Harrington, the Recorder (Mr. R. H. Amphlett, K.C.), Mr. V. Graham Milward, the Clerk of the Peace, Mr. William Henry Stallard, and the great majority of the members of the society.

**Corrupt Practices Act.**—The Council of the Law Society are of opinion that the receipt by solicitors of commissions on insurance premiums and also of shares of stockbrokers' commissions should be disclosed to the client.

### Incorporated Law Society for Cardiff and District.

The annual meeting of this society was held on Thursday, the 30th of January, 1908, in the Law Library, at the new Law Courts, Cardiff. The president (Mr. James Morgan) took the chair, and there was a large attendance of members.

The annual report of the committee was presented and adopted, and the treasurer's accounts for the past year were approved. Mr. Rodway Hunt was elected vice-president for the present year, and Messrs. James Morgan, F. C. Shackel, J. T. Richards, and F. J. Lean were added to the committee. Mr. C. E. Dovey was re-elected auditor of the society's accounts.

The President then delivered an address dealing with the legislation and the principal decisions of the courts in the past year. The address was ordered to be printed and circulated among the members.

On the motion of the President, seconded by Mr. George David, it was unanimously resolved that the cordial congratulations of the society be offered to Mr. S. T. Evans, K.C., M.P. (who was formerly a member of the solicitors' profession), on his appointment to the office of Solicitor-General.

Votes of thanks to the president and to the hon. treasurer (Mr. W. Bradley), and to the hon. secretary (Mr. Walter Scott) concluded the proceedings.

In the evening the members of the society dined together at the City Hall.

The following are extracts from the report of the committee:

**Members.**—Your committee have to report that the number of members of the society is now 139, and of subscribers to the library 11. During the past year three members of the society, Messrs. Charles Evans, E. B. Reece, and David Rees, have been removed by death. Mr. Charles Evans, E. B. Reece, and David Rees have been removed by death. Mr. Charles Evans occupied the position of vice-president of the society for the year 1907, and would in the ordinary course have been elected president for the coming year. Mr. E. B. Reece was one of the members of the committee at the formation of the society in 1886. Mr. David Rees had been a member of the society for ten years. The loss of these gentlemen from the profession is greatly to be regretted. The vacancy occasioned by the death of Mr. Charles Evans has been filled by the election by the committee, pursuant to clause 31 of the articles of association, of Mr. J. L. Wheatley as vice-president.

**The Society's Library.**—In March last the society's library was removed to the new rooms in the City Hall, where there is ample accommodation for the books and for the convenience of those using the library. It is satisfactory to report that the removal was effected without any serious interruption to the use of the library, and the arrangement of the books on the new shelves was effected by the librarian in a prompt and satisfactory manner. The president formally opened the library on March 27th, and hospitably entertained the members of the society on the occasion. To commemorate the opening a brass tablet has been affixed in the library. The president has kindly given a presidential chair for use at the meetings of the society, which it is proposed shall henceforth be held in the library. The number of issues of books in the year 1907 amounted to 4,607.

**Board of Legal Education.**—A scheme for the establishment of a Board of Legal Education for Wales and Monmouth has been considered. This

scheme would enable law lectures and classes for the benefit of solicitors' articled clerks and other law students to be held in various parts of the Principality, the necessary funds being provided partly by local subscription and partly by a grant from the Law Society of London. Your committee have approved the draft scheme subject to some amendments suggested by them in order to ensure the co-operation of the University College of South Wales and Monmouthshire, and it is now under the consideration of the Council of the Law Society of London. Your committee are pleased to note that the Law Students' Society has been revived in Cardiff. Considerable advantage can be gained by articled clerks attending and taking part in the debates of this society.

### The Solicitors' Managing Clerks' Association.

Mr. Spooner (Messrs. Parker, Garrett, Holman, & Howden) has been re-elected president, and the following officers have been re-elected for the ensuing year: Hon. treasurer, Mr. A. C. Crane (Messrs. Paines, Blyth, & Huxtable); hon. secretary, Mr. Francis Kalb (Messrs. Wontner & Sons); hon. secretary to lectures, Mr. J. Verrall (Messrs. Simpson, Cullingford, & Co.); hon. librarian, Mr. Henry Hall (Messrs. Waterhouse & Co.).

### United Law Society.

Feb. 10.—Mr. P. W. Pegg moved the following resolution: "That the case of *Re Lewis, Lewis v. Lewis* (1904, L. R. 2 Ch. 656) was wrongly decided." Mr. F. Hardinge Dalston opposed. The debate was continued by Mr. Aylen, Mr. Thomson, Mr. Edwards, and Mr. Redfern; Mr. Pegg replied. The motion, on being put from the chair, was lost by two votes.

### Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society's Hall on the 12th inst., Mr. Walter Dowson in the chair, the other directors present being Sir George Lewis, Bart., Sir John Hollams, and Messrs. W. C. Blandy (Reading), Charles Goddard, W. H. Gray, J. Roger B. Gregory, Samuel Harris (Leicester), W. G. King, C. G. May, R. S. Taylor, and J. T. Scott, secretary. A sum of £630 was distributed in grants of relief, seven new members were admitted, and other general business was transacted.

## Law Students' Journal.

### Law Students' Societies.

**LAW STUDENTS' DEBATING SOCIETY.**—Feb. 11.—Chairman, Mr. J. E. C. Adams.—The subject for debate was: "That the case of *Re Orl bar, Wynter v. Orlebar* (1908, 1 Ch. 136), was wrongly decided." Mr. A. W. Findlay opened in the affirmative, Mr. S. S. Ogilvie seconded in the affirmative; Mr. W. M. Pleadwell opened in the negative, Mr. A. P. Sponton seconded in the negative. The following members continued the debate: Messrs. H. T. Thomson, Harnett, Dowding, Henderson. The motion was lost by two votes.

### Legal News.

#### Appointments.

Mr. WILFRID H. MADGE, solicitor, managing clerk to Mr. W. J. Read, of Blackpool, has been appointed Assistant Solicitor to the Swansea County Borough Council. Mr. Madge, who was educated at the Swansea Grammar School and Clifton College, served his articles with Mr. T. W. James, of Swansea; took first class honours at his final examination and was admitted in 1899.

#### Changes in Partnerships.

#### Dissolutions.

ERNEST BALFOUR TROTTER, RALPH THICKNESSE, and FRANCIS JOHN KINGDON HULL, solicitors (Trotter, Thicknesse, Patteson, & Hull), 64, Victoria-street, Westminster. Dec. 1. [Gazette, Feb. 7.]

#### General.

There are now, a writer in the *Globe* affirms, more than 250 K.C.'s in the land.

The Lord Chancellor has been elected an honorary Fellow of Balliol College, Oxford.

The annual dinner of the Gray's-inn Debating Society will take place at the Gaiety Restaurant on Friday evening, the 28th inst., and among those who have accepted invitations to be present are Lord Justice Kennedy, Mr. Justice Bigham, and Mr. Justice Eve.

It is announced that Mr. J. Campbell Lorimer, Advocate, K.C., has been appointed Sheriff of Ayrshire, in the room of the late Sir David Brand.

How many practising members of the bar have refused judgeships of the High Court? asks a writer in the *Daily Telegraph*. Apart from Sir Edward Clarke, K.C., who was not tempted by the Mastership of the Rolls, in 1897, there is only one who is known to have done so—Mr. Arthur Cohen, K.C. This was as long ago as the year 1881. In 1883 the late Lord Selborne offered a judgeship to Mr. Edward Macnaghten, Q.C., M.P., which was also declined. How wise was Lord Selborne to tender, and Mr. Macnaghten to refuse it, has been proved by subsequent events.

On the 6th inst., in the House of Commons, Mr. Byles asked the Secretary of State for the Home Department whether, having regard to the resolution unanimously passed by this House on March 20 last, on the motion of the hon. member for Bethnal Green, he was prepared with any proposal to check the growing judicial practice of committing debtors to prison. Mr. Gladstone said: "The Government propose to refer the question of imprisonment for debt to a Select Committee."

Chief Constable Carter informed the Windsor magistrates on Tuesday, says the *Daily Mail*, that drunken beggars were becoming a perfect nuisance to residents, and used threats to occupiers of houses who refused to give them money or food. One old man told the bench that he was an Indian Mutiny veteran. The Chief Constable, however, thought he recognized him as an old convict. He therefore proposed to take an impression of his finger-prints. At the mention of the words "finger-prints" the man picked up his bundle and, bolting out of the police-station where he had been taken, ran as fast as he could out of the town.

The death is announced of Sir William Nicoll, LL.D., late Chief Justice of the Colony of Southern Nigeria. He was, says the *Times*, admitted a member of the Scottish Faculty of Advocates in 1882, and practised in Edinburgh till 1888, when he was appointed a stipendiary magistrate in British Guiana. Later he was appointed Acting Chief Justice for British Honduras, while in 1897 he became Queen's Advocate of the colony of Lagos, and in the same year a Judge of the Gold Coast Colony. Since 1902 Sir William had been Chief Justice of the Colony of Lagos (now Southern Nigeria). He received his knighthood in 1906, and retired in December last.

Mr. Percy M. C. Hart, writing to the *Times* on the Public Trustee, says: "Doubtless the majority of your readers have by now received several circulars from the new appointed Public Trustee. How far it is consistent with the dignity of a Government Office to issue literature which, if circulated by a private individual, could only be described as advertising, I will gladly leave to the public judgment. . . . Be it observed that the Public Trustee has the widest discretion as to what trusts he will undertake, so that he will in all probability decline trusts of any but a perfectly usual character, and that he will certainly not accept any trust which would entail the holding of any property, such as leaseholds or partly-paid shares, which would involve liability. In other words, it is manifest that the Public Trustee will not be prepared to accept the innumerable risks which have hitherto been undertaken gratuitously by private trustees. . . . If a man dies possessed of property worth £50,000, which has to be converted and invested in Government securities, the income of which has to be paid to his widow during her life, and after her death has to be distributed amongst children, I find the following fee will be levied by the Public Trustee . . . [on income]—An annual fee on payment of income. Assuming the income to be £1,800 the annual fee will be £23, so that if the widow survives for, say, 20 years, her income will be taxed to the extent of £460. . . . Of course, the greatest hardship will be worked by the income fees, which bear heaviest on the income below £500 a year, such incomes paying no less than £2 per cent. The practical effect of this will be to add nearly 5d. in the pound to the unhappy beneficiary's already swollen income tax. As is well known, nearly all private trustees whose trust property is invested in Government funds authorize the bank concerned to remit dividends direct to the beneficiary, who thus receives the same without either trouble, risk, or expense. I find the Public Trustee has power to do this, but if he exercises this weighty discretion he nevertheless retains £1 per cent. (about 2½d. in the pound) of the income. I have not yet succeeded in discovering what is the consideration for this particular fee."

### Court Papers.

#### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON					
Date.	EMERGENCY ROTA.	APPEAL COURT	Mr. Justice No. 2.	Mr. Justice JOYCE.	Mr. Justice SWINSON HADY.
Monday, Feb. .... 17	Mr. Syng.	Mr. Leach	Mr. Tindal King	Mr. Bloxam	
Tuesday ..... 18	Borrett	Greswell	Church	Syng	
Wednesday ..... 19	Church	Leach	Tindal King	Greswell	
Thursday ..... 20	Farmer	Greswell	Church	Syng	
Friday ..... 21	Greswell	Leach	Tindal King	Theed.	
Saturday ..... 22	Tindal King	Greswell	Church	Syng	
Date.	Mr. Justice WASHINGTON.	Mr. Justice	Mr. Justice	Mr. Justice	Mr. Justice
Monday, Feb. .... 17	Mr. Borrett	Mr. Farmer	Mr. Justice	Mr. Justice	Mr. Justice
Tuesday ..... 18	Bloxam	Beal	Goldschmidt	Mr. Church	Eve.
Wednesday ..... 19	Borrett	Farmer	Goldschmidt	Tindal King	
Thursday ..... 20	Bloxam	Beal	Theed.	Syng	
Friday ..... 21	Borrett	Farmer	Goldschmidt	Leach	
Saturday ..... 22	Bloxam	Beal	Theed.	Goldschmidt	

## Winding-up Notices.

### London Gazette.—FRIDAY, Feb. 7.

#### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY.

A. BAKER & CO, LIMITED.—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to William Pott, 1, High st, Croydon, Styre, Fenchurch st, solors for liquidators. *Note*.—The assets of A. Baker & Co (Limited) were taken over by Albert Baker & Co. (1888) (Limited).

ALFRED CLARK & CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 27, to send their names and addresses, and the particulars of their debts or claims, to John Brookes, 389, Flossherd rd, Farnworth, nr Bolton. Nelson, Farnworth, solors to liquidator.

ARNEDD SYNDICATE, LIMITED.—Creditors are required, on or before March 7, to send their names and addresses, and the particulars of their debts or claims, to George Carnaby Harrower, College hill chambers, Dunderdale, London wall, solors for liquidator.

BOURSE AND BANKING CO OF EGYPT, LIMITED.—Creditors are required, on or before Feb 28, to send in their names and addresses, and the particulars of their debts or claims, to Alfred Nahman, 26, Rue Cherif Pacha, Cairo, Egypt. Farrar & Co, solors to company.

BROCHOT MOTOR CO OF GREAT BRITAIN, LIMITED.—Petition for winding up, presented Feb 6, directed to be heard Feb 18. Brown & Co, Pancras in, solors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 17.

CLOKS BREEZE, LIMITED.—Creditors are required, on or before March 18, to send their names and addresses, and particulars of their debts or claims, to Humphrey Dodge Vellacott, 141, Fenchurch st, Hale & Co, solors for liquidator.

F. W. TINKER, LIMITED.—Creditors are required, on or before March 7, to send their names and addresses, and the particulars of their debts or claims, to Mr Benjamin Williams Leach, Hardshaw st, St Helens. Oppenheim & Son, St Helens, solors to liquidator.

KENYON & CO, LIMITED.—Creditors are required, on or before Feb 25, to send their names and addresses, and the particulars of their debts or claims, to Mr. W. F. Crowther, Union Bank chambers, Deangate, Bolton.

LONDON GAS MANTLE MANUFACTURERS, LIMITED.—Petition for winding up, presented Feb 6, directed to be heard at the Court House, Garratt in, Wandsworth, Feb 17. Savery & Stevens, Fen et al, Fenchurch st, solors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 15.

MUCHMORE ART CO, LIMITED.—Petition for winding up, presented Feb 5, directed to be heard Feb 18. Williams & Co, New Broad st, solors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 17.

### London Gazette.—TUESDAY, Feb. 11.

#### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY.

DION BOUTON, LIMITED.—Creditors are required, on or before March 24, to send their names and addresses, and the particulars of their debts or claims, to Arthur Charlesworth, 20, Cophall av.

DEENEY & DYSON, LIMITED.—Creditors are required, on or before March 11, to send their names and addresses, and the particulars of their debts or claims, to Frederick Bertram Smart, 23, Queen st, Cheapside, liquidator.

HERALD MOTOR MANUFACTURING CO, LIMITED.—Petition for winding up, presented Feb 6, directed to be heard at Quay st, Manchester, Feb 25, at 10 o'clock. Sims & Syms, Manchester, solors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 23.

STANLEY FASTERER CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to Thomas Turkeline, 52, Coleman st. Ashley & Co, Telegraph st, solors for liquidator.

YULU MANUFACTURING CO, LIMITED.—Creditors are required, on or before March 18, to send their names and addresses, and the particulars of their debts or claims, to Gerald Beaumont Ash, 2, Parkhill rd, Hambledon. Tillett, Laurence Pountney hill, solor for liquidator.

## Creditors' Notices.

### Under 22 & 23 Vict. cap. 35.

#### LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 31.

ALLEN, EDWARD, Herne pl, Herne Hill March 1 Hunter & Lawford, Moorgate st, Arthur, Walter, Newcastle upon Tyne Feb 29 Arnott & Co, Newcastle upon Tyne

AUSTIN, MARY ANN, Frinton, Portsmouth March 28 Allen, Portsmouth

BAILDON, ELIZABETH, Bowline, Bradford Feb 28 Atkinson, Blandford

BLAND, ELIZABETH, Brixton rd, March 12 Horsfall, Edgware rd

BRANELL, GEORGE, Huddersfield March 2 Kidd & Co, Holmfirth

BRAY, ARTHUR, Bradford, Tailor March 1 Beldon & Ackroyd, Bradford

BRIGO, EMMA, Llandudno March 1 Beldon & Ackroyd, Bradford

CARLILL, EDWARD HOWARD, Kingston upon Hull, Insurance Agent Feb 29 Carlill, Hull

CARLILL, SYDNEY, Kingston upon Hull, Insurance Agent Feb 29 Johnson, Lowestoft

COLE, SOPHIA, Lowestoft Feb 28 Johnson, Lowestoft

COWLEY, HENRY, Chippenham, Wiltz, Threshing Machine Proprietor March 2

W J & D Awdry, Chippenham, Lytton grove, Putney Hill Feb 28 Harratt & Pollock, Ely pl, Holborn

DAVIES, ALFRED, Fitzjohns av, Hampstead March 10 Hollams & Co, Mincing ln

DAVIS, DANIEL, Rockbeare, Devon March 16 Gilbert & Co, Exeter

DAY, PRISCILLA, Uptonminster, Essex March 5 Hunt & Hunt, Romford

EATON, JOHN WILLIAM, Rectory rd, Stoke Newington, Commercial Clerk March 10 Carr & Co, Rood ln, Fenchurch st

FOX-ALLIN, ELIZA JANE, Moseley, Worcester March 31 Powell & Brett, Birmingham

GIBBS, EDWARD, Leamington, Warwick March 31 Powell & Brett, Birmingham

GODDARD, JOHN, Nutcombe, Hambledon, Surrey March 16 Crawford & Lockhart, Belfast

GRAY, MARGARET, Cockerton, nr Darlington March 10 Wooler & Wooler, Darlington

GRAY, MICHAEL, Upthorpe, Cleveland, Yorks, Gardener March 40 Wooler & Wooler, Darlington

GURE, JAMES, Cranbrook, Kent, Farmer Feb 14 Brennan & Brennan, Maidstone

HATWELL, JOHN, Darlington March 2 Platt, Walsall

HELLIER, HARRIET, SOPHIA SHAW, Tiverton, Devon March 23 Pennington & Son, Lincoln's inn fields

HOLMES, HENRY, St Lawrence rd, North Kensington April 30 Payne & Co, New sq, Lincoln's inn

HOPPER, ELIZABETH FOSTER, Kingston upon Hull, Grocer March 12 Holden & Co, Hull

HUTTON, THOMAS, Pitton, Somerset Wheelwright Feb 17 Naird, Shepton Mallet

IRVING, MARIA, Low Fell, Gateshead March 10 Benson, Newcastle upon Tyne

JOHNSON, JAMES, Grosvenor rd, Canonbury March 29 Alexander, Essex sq

JONES, ANNE JEWELL, Hasbey, Petty Vale, Forest Hill March 4 Harrison & Co, Bedford

JONES, JOHN, Liverpool, Stockbroker March 7 Pierse, Wrexham

KENDALL, FRANKLIN RICHARDSON, Blackheath, Kent March 13 Trinder & Co, Leadenhall st

KENTFIELD, OLIVIA, Moorcroft rd, Streatham March 31 Pilley & Mitchell, Bedford row

LAWRENCE, ANN, Lower Richmond rd, Putney March 14 Sloper & Co, Putney hill

LAWRENCE, SUSA-MAH, Norland sq, Holland pl, March 14 Mead & Sons, Jermyn st, St James's

LAWSON, THOMAS, Whitley Bay, Northumberland March 2 Arnott & Co, Newcastle upon Tyne

LEA, JOHN, Highworth, Wilts March 7 Elwell & Son, Highworth

LEWIS, GEORGE, Neyland, Pembroke Feb 11 Brice & Son, Haverton Hill

MARKEY, ROBERT BREWER, Hambleton, nr Godalming Feb 20 Smith & Smyth, Almondbury

MARTIN, GEORGE, Middleborough, Grocer Feb 21 Thompson, Middleborough

MANSBRIDGE, JAMES FLEMING, Liverpool March 2 North & Co, Liverpool

NEALE, ARTHUR, Hailsham, Sussex Feb 26 Stapley, Eastbourne

OCMAN, GEORGE JAMES, Egremont, Hythe, Surrey, Beerhouse Keeper Feb 21 Horne & Co, Staines

PROUDMAN, EMMA, Rusholme, Manchester Feb 28 Hurst, Ashton under Lyne

ROBERTS, MARQUISSE VILLENEUVE RUSSELL, Little Wood, Sunningdale, Berks March 6

EVANS & CO, Nicholas in

ROEHLAN, MOSES ABRAHAM, Greencroft gdns, March 14 Adler & Parsons, Cophall av

SADLER, A. J., Canterbury Feb 29 Burch & Brooks, Canterbury

SANSON, THOMAS, Stoke under Ham, Somerset Feb 21 Watts & Co, Yeovil

SPARKS, LEVI, Bridge st, nr Bristol Feb 23 Bush & Bush, Bristol

STAGG, MARIA, Mortlake March 14 Anderson & Sons, Ironmongers in

STAPLE, JAMES, Stoke under Ham, Somerset Feb 21 Watts & Co, Yeovil

STRACHAN, GEORGE RICHARDSON, Cavendish rd, Clapham Park, Civil Engineer Feb 28

Sharp & Co, New st, Carey st

TODD, FRANCIS, Birkenhead Feb 28 Lamb & Co, Birkenhead

VISSARS, MARY, Rochdale, Draper March 14 Chadwick, Rochdale

WARD, ALFRED NORMAN, Well walk, Hamstead April 25 Snell, Lancaster pl

WILLIAMS, ELIZABETH, Sevenoaks, Kent Feb 29 A. H. & A. Ruston, Newmarket

WILLIAMS, JOHN, Bangor, Carnarvon March 2 Dew & Co, Bangor

WILTSWICH, SARAH ANN, Tunbridge Wells March 2 Kays & Jones, Norfolk st, Strand

WILTSWICH, THOMAS, Tunbridge Wells, Physician March 2 Kays & Jones, Norfolk st, Strand

WOODHOUSE, THOMAS, Morecambe, Fisherman Oct 1 Johnson & Tilly, Morecambe

WRIGHT, MARY ANN, Southborough, Kent March 1 Day, Ross st, Newgate st

WYER, ISAAC, Emskirk, Lancs May 1 Peake & Co, Sleaford, Lincoln

London Gazette.—TUESDAY, Feb. 4.

ANTROBUS, EDMUND, Malvern, Worcester, Doctor Feb 28 Foster, Malvern

ATTON, ERBERT, Ramsgate, Kent March 15 Gandy & Stevens, Fen et, Fenchurch st

BOLTON, CALLES, Oxford, March 22 Hatte, Oxford

BURGAN, HARRIET, Darnall, Sheffield, Books Retailer March 4 Smith & Co, Sheffield

BUTCHER, EDWARD, Wincle, Wincle, Hatter March 5 Bailey & White, Winchester

BUTCHER, JOHN, Shirley, Southampton March 5 Bailey & White, Winchester

CASH, SARAH, East Heath rd, Hampton March 1 Ward & Sons, Leeds

CLAY, ELIZABETH, Dewsberry, March 31 Scholefield & Son, Dewsberry

COLBOURN, WALTER, Uttoxeter, Staffs, Painter March 12 Wilkins, Uttoxeter

COTTERILL, ALFRED, Ast顿 Edge, Glos, Farmer March 2 New, Chipping Campden, Glos

COOK, GEORGE, Sparkhill, Worcester April 30 Coley & Coley, Birmingham

CRITTALL, ERNEST, Southwold, Suffolk Feb 20 Coope, Southwold

DE NORMAN, ELIZABETH HENRIETTE, Leghorn, Italy Feb 29 Speechley & Co, New sq, Lincoln's inn

DUCKWORTH, SAMUEL, Hartshill, Yorks Feb 27 Vickery & Co, Sheffield

DUKE, PHILIP, Finsing, Hendon, Feb 29 Newton & Co, Finsbury circus

FLETCHER, JESSE, South Shields Feb 29 Young, South Shields

FLOOD, HANNAH MARIA, Addington gr, Sydenham Feb 24 Girling, Furnival at

GATES, LEWIS MOWBRAY, Weston super Mare, Licensed Victualler March 2 Brooker Wellington, Somerset

GEDLING, RONALD, Whitehaven Feb 28 Thompson, Whitehaven

GIRLING, JOHN COLES, Colchester, Norfolk March 6 Foster & Co, Norwich

GUNN, JOHN EDWARD Feb 4 Morgan & Box, Cardiff

HODGSON, MARY ANN LOUISA, Southport March 31 Rodgers & Co, Sheffield

HOPKIN, GEORGE, Harrington gdns, South Kensington, Civil Engineer March 12 Ashurst & Co, Throgmorton avenue

HOUSE, ELIZABETH, Whisthampton, Herford March 14 Hopwood & Sons, South

HOY, JOSEPH, Atcliffe, Sheffield, Beerhouse Keeper March 7 Braund & Son, Sheffield

IRISH, JAMES, Kew Foot rd, Richmond March 14 Skewes-Cox & Co, Richmond

JOSEPHSON, ABRAHAM MOISE, Freemantle, Western Australia March 20 Trinder & Co, Leadenhall st

KING, ELIZABETH ANNE, Tunbridge Wells March 15 Pontifex & Co, St Andrew st, Hollins circus

KITE, CHARLES, Fanwood, Union County, New Jersey, USA March 13 Baden & Wing, Delafield st

LAWY, EMILY KIZIAN, Baalbec rd, Highbury March 16 Savery & Stevens, Fen et, Fenchurch st

LOFTUS, THOMAS, South Shields Feb 22 Hannay & Co, South Shields

MICHAEL, ALEXANDER, Bradford March 4 Gordon & Co, Bradford

MIRIS, THOMAS, Burgh by Sands, Cumberland, Tailor Feb 29 Stordy, Carlisle

MORAN, JOHN, Eastbourne March 3 Foster, Malvern

MUNDAY, RAYMOND, Kennington, nr Oxford March 7 Young & Co, Essex st, Strand

ODAMAS, SAMUEL, Leicester April 1 Stone & Co, Leicester

OLBROD, ALICE, Dewsberry, March 31 Scholefield & Son, Dewsberry

OWEN, FREDERICK, Moseley, Worcester, Coffin Furniture Manufacturer April 30 Coley & Coley, Birmingham

PICKETT, WILLIAM, RINGHAM rd, Putney March 25 Sloper & Co, Putney hill

QUILL, WILLIAM, RINGHAM rd, Putney March 25 Sloper & Co, Putney hill

QUILL, WILLIAM, RINGHAM rd, Putney March 25 Sloper & Co, Putney hill

RICE, GEORGE, North Ferriby, Yorks March 15 Tyler, Clement's inn

ROHES, JAMES, Heywood, Lancs, Wash. Dealer March 14 Grundy & Co, Manchester

ROBINSON, CHARLES, Thomas, Greenfield, Wednesbury, Warks, Feb 28 Bradbury

SHAW, JAMES, Elstree, Herts, Dyer March 6 Garsed, Elstree

SIMONDS, THE RIGHTEOUS, HON. GEORGE EDWARD KARL, Faversham, Kent March 12 Fitter & Co, Lincoln's Inn fields

SPRING, WILLIAM HENRY, Swansea March 7 Evans, Swansea

STEVENS, WILLIAM, Littleport, Cambridge March 3 Hall, Ely

TAYLOR, EDWARD, Moss Side, Manchester, Warehousesman March 4 Dleton & Co, Manchester

VOYSEY, BETSY, Calveralls rd, Clapham March 13 King & Co, Queen Victoria st

WATERS, EDWARD, Stroud, Solicitor March 2 Ball & Co, Stroud, Glos

WATSON, THOMAS JOHN, Blackheath Feb 29 Humphreys & Co, Halifax

WIGG, JOHN, Leicester, Architect March 2 Stevenson & Son, Leicester

WOODHOUSE, THOMAS, Ashton with Stodday, Lancaster, Farmer March 2 Thompson & Co, Lancaster

YOLE, GEORGE VALENTINE, Belgrave mans, Grosvenor gdns Pears & Co, Albermarle st

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ADAMS, JOHN, MOSLEY, nr Congleton, Cheshire March 14 Ellis, Burslem

HEADFORD, MAJOR G. G. EVELYN, Sloane sq, March 10 G & G Keith, Southampton

BRYANT, REV. FRANCIS JOHN, DD, St Peter Tavy, Devon March 20 Bryant & Hall, John st, Bedford

BUCKLEY, PERCY, Guildford March 7 Taylor & Buckley, Ashton under Lyne

CATNUS, ELIZABETH, Oxford st, Stepney March 19 Yalding & Co, Vincent sq, Westminster

CLIFFORD, THOMAS, South Tottenham, Salesman March 7 Weiman & Sons, Westbourne grove, Bayswater

CLIFF, EDWARD JOHN, Bierton, Bucks, Farmer March 14 Horwood & James, Aylesbury

COLLING, MARY, Oldham March 7 Robinson, Oldham

COLLINS, DANIEL, New Malden, Surrey March 16 Dallimore & Son, Camberwell New rd

DAMANT, CAROLINE HENSCOC, Milton under Wychwood, Oxford April 7 Haines & Son, Gloucester

DEANE, ISAAC, Alston Chardstock, Devon, Yeoman Feb 26 Canning & Myrtle, Chard

DEANE, THOMAS CULVERWELL, Alston Chardstock, Devon, Yeoman Feb 26 Canning & Myrtle, Chard

DENTON, WILLIAM, Westgate on Sea, Kent, Timber Merchant's Manager Feb 21 Wilson, Margate	WILSON, April 15 Elwes & Co, Plymouth
DIBB, EDWARD, New Ferry, Chester March 20 Barker & Mayfield, Hull	MIDDLEKINS, WILLIAM, Mansingham, Bradford, Photographic Apparatus Manufacturer
FONTANA, MARTHA, Liverpool March 10 Clayton & Stewart, Brown, Liverpool	MARCH 14 Westwood & Howe, Bradford
FOOT, JANE OLIVIA, Bath March 7 Tucker, Bath	PARKER, CAROLINE, Drinkstone, Suffolk March 7 Partridge & Wilson, Bury St Edmunds
GODDARD, JOHN, Nutcombe, Ilfracombe March 16 Crawford & Lockhart, Belfast, Ireland	PARNETT, WILLIAM KIRK, Victoria Park rd, Hackney March 8 Corbin & Co, Bedford row
GOSSELL, EMMA HARRIS'S ADELAIDE, Deal March 7 Brown & Brown, Deal	PARRY, ROBERT, Drynawys, Deafagh March 7 Minshall & Co, Llangollen
GOSSELL, RICHARD HARRY, Deal March 7 Brown & Brown, Deal	PEARCE, JAMES, Peterchurch, Hereford, Farmer March 16 Humphreys & Symonds, Hereford
GREENWOOD, JOHN, Bradford, Brush Maker March 11 Sutcliffe & Trenholme, Bradford	PICKERING, ELIZABETH JANE, Birkdale, Southport March 24 Eaton, Manchester
HAGART, ALICE, Liverpool Feb 29 Hosking, Liverpool	POPE, CHARLES ALBERT, Bidford, Devon, Tobaccocon, March 4 Boulton & Co, Bideford
HARBERD, JAMES WILLIAM, Theobaldi rd, Holborn, Printer March 10 Dunkerton & Son, Bedford row	POPE, ELIZABETH, Acocks Green, Worcester March of Powell & Brown, Birmingham
HARRIS, JAMES KELLM, Stapehill, Derby March 5 Drewry & Co, Burton on Trent	QUARTERMAIN, WALTER JOHN, Wembury March 25 Rosser & Odell, Colchester
HIGGINS, THOMAS Housman, Freshfield, Lancs, Merchant March 5 Lices & Co, Liverpool	ROBINS, GEORGE, Oxford ter, Hyde Park March 7 Gordon & Matley, New Broad st
HUMBLE, WILLIAM EDWARD, Coftie Castle, Dorset, Doctor March 20 Sewell & Co, Bickersbury	SHEDDLE, WILLIAM, Manchester, Brewers' Labourer March 21 Simpson, Manchester
HUNTER, JOSEPH, Kingston upon Hull, Builders' Merchant Feb 15 Locking & Holdick, Hull	SIMPSON, SMITH, JAMES ELIZABETH, West Dulwich March 9 Child & Child, Sloane st
JOHNSON, ELLEN, Leyton, Essex Feb 29 Freeman, Leyton	SNOW, JAMES STEPHEN, Marney rd, Clapham Common March 15 Ry & Eyr, Golders
JONES, WILLIAM HENRY, Kenworth, Herts March 7 Rutter & Co, Norfolk st	STEVENS, LOIS, Calne, Wilts March 21 Gough & Son, Cains
KNOWLES, REV JAMES, Plymouth March 6 Foot, Plymouth	TEATHER, WILLIAM LINSEY, Camberwell green, Solicitor March 7 Tempany & Co, Brixton
LAWE, ROBERT BARTHOLOMEW, Dover March 31 Bulles & Debenham, Cheshire	THORPE, WILLIAM ELLIOTT, Hastings March 1 Gaby & Smith, Hastings
LAWRENCE, CHARLES, Sutton Coldfield, Warwick March 25 Copley, St. Ives, Hunts	URFORD, CHARLES WALTER JOHN, Leigham Court rd, Streatham, Boot Merchant March 25 Venn & Woodcock, High Holborn
LAWRENCE, ELIZA, Petherton rd, Canonbury March 4 Adams & Adams, Clement's Inn, Strand	WESTHORPE, HENRY GUILLAUME, Liverpool, Draughtsman April 1 Gregson & Sharman, Liverpool
LITTLE, BENJAMIN, Liverpool April 1 Gregson & Sharman, Liverpool	WHITELOCK, FREDRICK, Syresham, Northampton, Timber Dealer March 8 Whitehorns & Law, Bockingham
MACAULAY, CHARLES TREVETAL, Bath March 3 Shield & Mackarness, Ailesford	WILLIAMS, JAMES THOMAS, Hallen, Hesbury, Glos, Yeoman March 25 Benson & Co, Bristol
MARDELL, WILLIAM, Westbourne grove, Bayswater, upholsterer March 7 Weiman & Sons, Bayswater	WILSON, FREDERICK WILLIAM, Bradford, Tanser March 14 Westwood & Howe, Bradford
	WILSON, MARY THeresa, Bradford March 14 Westwood & Howe, Bradford

## Bankruptcy Notices.

London Gazette, TUESDAY, Feb. 4.

### FIRST MEETINGS.

ADAMS, NOAH, Gorton, Manchester, Confectioner Feb 12 at 2.30 Off Rec, Byrom st, Manchester	WILLIAMS, HENRY COWLEY, Moss Side, Manchester, Salesman Feb 12 at 3 Off Rec, Byrom st, Manchester
BANKS, ALBERT, Cleckheaton, Yorks, Hardware Merchant Feb 14 at 11 Off Rec, 29, Manor row, Bradford	WILSON, JOHN, Redhill, Surrey, Tailor Feb 14 at 11.30 York rd, Westminster Bridge
BARTON, FRED, JAMES FROSE, Somerton, Baker Feb 12 at 11.30 Off Rec, 26, Baldwin st, Bristol	WINDERSHAW, WILLIAM LINDOW, New Brighton, Chester, Licensed Victualler Feb 13 at 11.30 Off Rec, Byrom st, Manchester
BELL, ALBERT, Edward, Birkhead, Tailor Feb 12 at 11 Off Rec, 39, Victoria st, Liverpool	WOLSTRECK, HENRY C, Edinburgh mans, Victoria st Feb 17 at 12 Bankruptcy bldgs, Carey st, Wood, G C, Broad st at 1 Bankruptcy bldgs, Carey st
BOWES, WILLIAM ALLAN, Park pl, St James's Feb 13 at 1 Bankrupt, bldgs, Carey st	WILLIAMS, HENRY COWLEY, Moss Side, Manchester, Salesman Feb 12 at 3 Off Rec, Byrom st, Manchester
BRASTFORD, FRED, Bristol, Butcher Feb 12 at 12 Off Rec, 28, Baldwin st, Bristol	WHITELOCK, HENRY C, Edinburgh mans, Victoria st Feb 17 at 12 Bankruptcy bldgs, Carey st
CHETWELL, JOHN, Hesbury, Macclesfield, Yorks, Plumber Feb 13 at 11.30 Off Rec, Figrer st, Sheffield	WILSON, JOHN, Redhill, Surrey, Tailor Feb 14 at 11.30 York rd, Westminster Bridge
COLE, CHARLES MORGAN, High rd, Leyton, Corn Dealer Feb 14 at 12 Bankruptcy bldgs, Carey st	WINDERSHAW, WILLIAM LINDOW, New Brighton, Chester, Licensed Victualler Feb 13 at 11.30 Off Rec, Byrom st, Manchester
COOMBES, WILLIAM, Bridlington, Yorks, Licensed Victualler Feb 13 at 3.30 Off Rec, 48, Westborough, Scarborough	WOLSTRECK, HENRY C, Edinburgh mans, Victoria st Feb 17 at 12 Bankruptcy bldgs, Carey st
DAVIS, ELIJAH, Sheffield, Hay Dealer Feb 13 at 12.30 Off Rec, Figrer st, Sheffield	WILLIAMS, HENRY COWLEY, Moss Side, Manchester, Salesman Feb 12 at 3 Off Rec, Byrom st, Manchester
DAVIES, FREDERICK CHARLES, Cannon st, Builder Feb 14 at 11 Bankruptcy bldgs, Carey st	WHITELOCK, HENRY C, Edinburgh mans, Victoria st Feb 17 at 12 Bankruptcy bldgs, Carey st
DAVIES, HARRY SIDNEY, Potterswood rd, Maida Vale, Bookmaker Feb 13 at 12 Bankruptcy bldgs, Carey st	WILSON, JOHN, Redhill, Surrey, Tailor Feb 14 at 11.30 York rd, Westminster Bridge
DIXON, THOMAS ROBERT, Seaton Carew, Durham, Brewer Feb 14 at 2.30 Grand Hotel, West Hartlepool	WINDERSHAW, WILLIAM LINDOW, New Brighton, Chester, Licensed Victualler Feb 13 at 11.30 Off Rec, Byrom st, Manchester
EDMONDSON, JOHN BURTON, Moorsbeck, nr Ulverston, Lancs, Farmer Feb 14 at 11.30 Off Rec, 16, Cornwallis st, Burton in Furness	WOLSTRECK, HENRY C, Edinburgh mans, Victoria st Feb 17 at 12 Bankruptcy bldgs, Carey st
ELLIS, JAMES, Coventry, Baker Feb 14 at 11 Off Rec, 8, High st, Coventry	WILLIAMS, HENRY COWLEY, Moss Side, Manchester, Salesman Feb 12 at 3 Off Rec, Byrom st, Manchester
FARRAR, WALTER COLONEL, Heysham, Lancs Feb 12 at 11.45 Off Rec, 18, Winckley st, Preston	WHITELOCK, HENRY C, Edinburgh mans, Victoria st Feb 17 at 12 Bankruptcy bldgs, Carey st
FENT, WILLIAM EDWARD, Bedford, Commercial Traveller Feb 13 at 11.30 Red Lion Hotel, High st, Bedford	WILSON, JOHN, Redhill, Surrey, Tailor Feb 14 at 11.30 York rd, Westminster Bridge
GOFF, GEORGE, Stoke upon Trent, Staffs, Earthenware Manufacturer Feb 12 at 12 Off Rec, King st, Newcastle, Staffs	WINDERSHAW, WILLIAM LINDOW, New Brighton, Chester, Licensed Victualler Feb 13 at 11.30 Off Rec, Byrom st, Manchester
GODFREY, SAMUEL, St Quintin av, Ladbrooke grove, Comedian Feb 14 at 12 Bankruptcy bldgs, Carey st	WOLSTRECK, HENRY C, Edinburgh mans, Victoria st Feb 17 at 12 Bankruptcy bldgs, Carey st
GREEN, JOSEPH, Salford, Lancs, Beer Retailer Feb 12 at 3.30 Off Rec, Byrom st, Manchester	WILLIAMS, HENRY COWLEY, Moss Side, Manchester, Salesman Feb 12 at 3 Off Rec, Byrom st, Manchester
HILL, THOMAS HERBERT, Blackheath, Kent, Manufacturing Chemist Feb 13 at 11.30 133, York rd, Westminster Bridge	WHITELOCK, HENRY C, Edinburgh mans, Victoria st Feb 17 at 12 Bankruptcy bldgs, Carey st
MARSHALL, ROBERT MOORE, Latchmere rd, Lavender hill, Theatrical Manager Feb 12 at 2.30 Bankruptcy bldgs, Carey st	WILSON, JOHN, Redhill, Surrey, Tailor Feb 14 at 11.30 York rd, Westminster Bridge
MCKAY, PETER LOGIE, Pemberton rd, Harringay, Commercial Traveller Feb 12 at 12 Bankruptcy bldgs, Carey st	WINDERSHAW, WILLIAM LINDOW, New Brighton, Chester, Licensed Victualler Feb 13 at 11.30 Off Rec, Byrom st, Manchester
MILLER, ARTHUR, Rashleigh Mills, Wembworthy, Devon, Miller Feb 13 at 10.30 Off Rec, 9, Bedford circus, Exeter	WOLSTRECK, HENRY C, Edinburgh mans, Victoria st Feb 17 at 12 Bankruptcy bldgs, Carey st
MOULDEN, JOHN, Grove Hill, Highworth, Wilts, Market Gardener Feb 12 at 3 Off Rec, 39, Regent circus, Swindon	WILLIAMS, HENRY COWLEY, Moss Side, Manchester, Salesman Feb 12 at 3 Off Rec, Byrom st, Manchester
NORTH, JAMES, Leeds, Painter Feb 12 at 11 Off Rec, 24, Bond st, Leeds	WHITELOCK, HENRY C, Edinburgh mans, Victoria st Feb 17 at 12 Bankruptcy bldgs, Carey st
PALMER, HENRY EDWARD, Sketty, nr Swansea, Grocer Feb 13 at 12 Off Rec, 31, Alexandra rd, Swansea	WILSON, JOHN, Redhill, Surrey, Tailor Feb 14 at 11.30 York rd, Westminster Bridge
PARK, JOHN HOGARTH, Sime, nr Lancaster, Farmer Feb 12 at 11.30 Off Rec, 13, Whalley st, Preston	WINDERSHAW, WILLIAM LINDOW, New Brighton, Chester, Licensed Victualler Feb 13 at 11.30 Off Rec, Byrom st, Manchester
PENSC, F. Waterford, Ireland, Coastguard Feb 13 at 11 Bankruptcy bldgs, Carey st	WOLSTRECK, HENRY C, Edinburgh mans, Victoria st Feb 17 at 12 Bankruptcy bldgs, Carey st
RICH, HENRY DAVID, Carlton Colville, Suffolk, Builder Feb 13 at 12.30 Off Rec, 8, King st, Norwich	WILLIAMS, HENRY COWLEY, Moss Side, Manchester, Salesman Feb 12 at 3 Off Rec, Byrom st, Manchester
ROBERTS, PERRY MORTON, Burkbank Bank chmbs, Holborn, Architect Feb 13 at 12 Bankruptcy bldgs, Carey st	WHITELOCK, HENRY C, Edinburgh mans, Victoria st Feb 17 at 12 Bankruptcy bldgs, Carey st
SHAW, JOHN SPENCER, Eastbourne Feb 12 at 12 Bankruptcy bldgs, Carey st	WILSON, JOHN, Redhill, Surrey, Tailor Feb 14 at 11.30 York rd, Westminster Bridge
SMITH, CHARLES WILLIAM, Southwell, Notts, Hotel Proprietor Feb 13 at 11 Off Rec, 4, Castle pl, Park st, Nottingham	WINDERSHAW, WILLIAM LINDOW, New Brighton, Chester, Licensed Victualler Feb 13 at 11.30 Off Rec, Byrom st, Manchester
SPURGEON, MOSA HARRIS, Petherton rd, Canonbury, Stock Mounter Feb 12 at 11 Bankruptcy bldgs, Carey st	WOLSTRECK, HENRY C, Edinburgh mans, Victoria st Feb 17 at 12 Bankruptcy bldgs, Carey st
STEVENS, CHARLES RICHARD, Queen Victoria st, Solicitor Feb 17 to 11 Bankruptcy bldgs, Carey st	WILLIAMS, HENRY COWLEY, Moss Side, Manchester, Salesman Feb 12 at 3 Off Rec, Byrom st, Manchester
TOPPE, GEORGE, Leytonstone Commercial Clerk Feb 12 at 11 Bankruptcy bldgs, Carey st	WHITELOCK, HENRY C, Edinburgh mans, Victoria st Feb 17 at 12 Bankruptcy bldgs, Carey st
WATKINSON, EDWARD ROBERT, Tickhill, nr Rotherham, Yorks, Publisher Feb 13 at 12 Off Rec, Figrer st, Sheffield	WILSON, JOHN, Redhill, Surrey, Tailor Feb 14 at 11.30 York rd, Westminster Bridge
WHITLOCK, PERRY EDWARD, Frome, Somerset, Cycle Agent Feb 13 at 11.45 Off Rec, 26, Baldwin st, Bristol	WINDERSHAW, WILLIAM LINDOW, New Brighton, Chester, Licensed Victualler Feb 13 at 11.30 Off Rec, Byrom st, Manchester
WILLES, JOHN WILLIAM, Croydon, Builder Feb 14 at 12 Off Rec, 26, York rd, Westminster Bridge	WOLSTRECK, HENRY C, Edinburgh mans, Victoria st Feb 17 at 12 Bankruptcy bldgs, Carey st

### RECEIVING ORDERS.

ALEXANDER, J. W. & Co, Long st, Aldersgate st, Picture Post Card Dealers Feb 17 at 12 Bankruptcy bldgs, Carey st	MARSH, SEPTIMUS, Austin Friars, Commission Agent High Court Feb 18 Ord Feb 5
APPLEY, ROBERT THOMAS, Clifton st, Derby, Beerhouse Keeper Feb 14 at 4 Off Rec, 4, Ord Feb 4	MASON, MOSES WILLIAM, Nottingham, Lace Manufacturer Nottingham Feb 19 Ord Feb 5
BALFOUR, CHARLES P, Birmingham, Baker Birmingham Feb 10 19 Ord Feb 3	MITCHELL, SAMUEL HOBART, North Tawton, Devon, Poultry Dealer Plymouth Feb 20 Ord Feb 5
BATEMAN, ROLAND THOMPSON, Newcastle under Lymne, Staffs, Fishmonger Hanley Feb 17 at 4 Off Rec, 5, Ord Feb 4	NIGHTINGALE, GROSSES, Lee, Kent, Traveller High Court Pet 7 Ord Feb 5
BATES, W. FRANCIS, Llandaff, Cardiff, Cycle Factor Feb 17 at 12 Bankruptcy bldgs, Carey st	NORTH, JAMES RICHARD, Leeds, Painter Leeds Pet 1 Feb 1 Ord Feb 1
BATES, W. FRANCIS, Llandaff, Cardiff, Cycle Factor Feb 17 at 12 Bankruptcy bldgs, Carey st	PALMER, RICHARD HENRY, Nottingham, County Court Bailiff Nottingham Pet Feb 3 Ord Feb 3
BATES, W. FRANCIS, Llandaff, Cardiff, Cycle Factor Feb 17 at 12 Bankruptcy bldgs, Carey st	PICKERING, EDWARD HENRY, Prudhoe upon Tyne, Northumberland Newcastle on Tyne Pet 29 Ord Feb 5
BATES, W. FRANCIS, Llandaff, Cardiff, Cycle Factor Feb 17 at 12 Bankruptcy bldgs, Carey st	PETTS, HENRY JONATHAN, Kings Heath, nr Birmingham, Builder Birmingham Pet Feb 4 Ord Feb 4
BATES, W. FRANCIS, Llandaff, Cardiff, Cycle Factor Feb 17 at 12 Bankruptcy bldgs, Carey st	POWELL, FRANK RANDALL, Trafalgar Park, nr Manchester, Timber Merchant Salford Pet 4 Ord Feb 4
BATES, W. FRANCIS, Llandaff, Cardiff, Cycle Factor Feb 17 at 12 Bankruptcy bldgs, Carey st	WHITE, FREDERICK WILLIAM, Gt Grimsby, House Furnisher Pet 1 Jan 22 Ord Feb 3
BATES, W. FRANCIS, Llandaff, Cardiff, Cycle Factor Feb 17 at 12 Bankruptcy bldgs, Carey st	SUTTON, THOMAS, Ashton in Makerfield, Lancs, Coal Dealer Wigan Pet Feb 5 Ord Feb 5
BATES, W. FRANCIS, Llandaff, Cardiff, Cycle Factor Feb 17 at 12 Bankruptcy bldgs, Carey st	TARLING, ALFRED, Charlton Kings, Glos, 'Builder Cheltenham Pet Feb 4 Ord Feb 4
BATES, W. FRANCIS, Llandaff, Cardiff, Cycle Factor Feb 17 at 12 Bankruptcy bldgs, Carey st	TREVOR-JONES, MARY CATHERINE, Dorchester, Costamier Pet 12 Dorchester Pet Feb 3 Ord Feb 3
BATES, W. FRANCIS, Llandaff, Cardiff, Cycle Factor Feb 17 at 12 Bankruptcy bldgs, Carey st	TURNER, ALFRED E, Union st, Old Broad st, Merchant High Court Pet 12 Ord Rec 13 Ord Jan 30
BATES, W. FRANCIS, Llandaff, Cardiff, Cycle Factor Feb 17 at 12 Bankruptcy bldgs, Carey st	TURNER, THOMAS, Chester, Licensed Victualler Chester Pet 12 Ord Feb 3 Ord Jan 30
BATES, W. FRANCIS, Llandaff, Cardiff, Cycle Factor Feb 17 at 12 Bankruptcy bldgs, Carey st	WHITE, FREDERICK WILLIAM, Gt Grimsby, House Furnisher Pet 4 Ord Feb 4
BATES, W. FRANCIS, Llandaff, Cardiff, Cycle Factor Feb 17 at 12 Bankruptcy bldgs, Carey st	WILLIAMS, JOHN EDWARD, Pentrefoelas, Morthyr Tydfil Pet 2 Feb 3 Ord Feb 3
BATES, W. FRANCIS, Llandaff, Cardiff, Cycle Factor Feb 17 at 12 Bankruptcy bldgs, Carey st	WILLIAMS, JOHN MOSELEY, Worcester, Smelter Birmingham Pet Feb 4 Ord Feb 4
	FIRST MEETINGS.
ALEXANDER, J. W. & Co, Aldersgate st, Picture Post Card Dealers Feb 17 at 12 Bankruptcy bldgs, Carey st	ALEXANDER, J. W., Co, Aldersgate st, Picture Post Card Dealers Feb 17 at 12 Bankruptcy bldgs, Carey st
BALL, HUGO HANSET, Kidderminster, Uttoxeter, Staffs, Cattle Dealer Feb 15 at 11 Off Rec, 47, Full st, Derby	BALL, HUGO HANSET, Kidderminster, Uttoxeter, Staffs, Cattle Dealer Feb 17 at 12 Bankruptcy bldgs, Carey st
BENNETT, JAMES, and ALFRED FEATHERSTONE, Upper Parkstone, Poole, Dorset, Builders Feb 17 at 2.30 Morris Curtis & Son, 42, Station rd, Poole	BENNETT, JAMES, and ALFRED FEATHERSTONE, Upper Parkstone, Poole, Dorset, Builders Feb 17 at 2.30 Morris Curtis & Son, 42, Station rd, Poole
BIGGS, GEORGE, WILLIAM, Cowes, I of W, Marine Store Dealer Feb 17 at 2.30 Off Rec, 67, High st, Cowes, I of W	BIGGS, GEORGE, WILLIAM, Cowes, I of W, Marine Store Dealer Feb 17 at 2.30 Off Rec, 67, High st, Cowes, I of W
BOWMAN, ERNEST, ROBERT, Hapton, Norfolk, Farmer Feb 17 at 12.30 Off Rec, 8, King st, Norwich	BOWMAN, ERNEST, ROBERT, Hapton, Norfolk, Farmer Feb 17 at 12.30 Off Rec, 8, King st, Norwich
BUSH, KNIGHT, EDWARD, Eaton, Norwich, Baker Feb 15 at 12 Off Rec, 8, King st, Norwich	BUSH, KNIGHT, EDWARD, Eaton, Norwich, Baker Feb 15 at 12 Off Rec, 8, King st, Norwich
BUTT, SIDNEY, and JONATHAN BUTT, Skewen, nr Neath, Glam. Dealers in Wall Paper Pet 18 at 12.30 Off Rec, 31, Alexandra rd, Swansea	BUTT, SIDNEY, and JONATHAN BUTT, Skewen, nr Neath, Glam. Dealers in Wall Paper Pet 18 at 12.30 Off Rec, 31, Alexandra rd, Swansea
CARLILE, F. E., Campden grove, Kensington Feb 18 at 1 Bedwhistle bldgs, Carey st	CARLILE, F. E., Campden grove, Kensington Feb 18 at 1 Bedwhistle bldgs, Carey st
CARLILE, W. FRANCIS, Llandaff, Glam, Builder Pontypridd Feb 18 at 11 Bankruptcy bldgs, Carey st	CARLILE, W. FRANCIS, Llandaff, Glam, Builder Pontypridd Feb 18 at 11 Bankruptcy bldgs, Carey st
COLLARD, FREDERICK, Tuckers, Liverpool Feb 17 at 2.30 Off Rec, 35, Victoria st, Liverpool	COLLARD, FREDERICK, Tuckers, Liverpool Feb 17 at 2.30 Off Rec, 35, Victoria st, Liverpool
COOK, THOMAS, Gloucester, Horse Dealer Feb 15 at 12 Off Rec, Station rd, Gloucester	COOK, THOMAS, Gloucester, Horse Dealer Feb 15 at 12 Off Rec, Station rd, Gloucester
CARLISLE, CHARLES, WILLIAM, Gt Grimsby, Pet 15 at 11.30 Off Rec, 26, Mary's chmbs, Gt Grimsby	CARLISLE, CHARLES, WILLIAM, Gt Grimsby, Pet 15 at 11.30 Off Rec, 26, Mary's chmbs, Gt Grimsby
DUNFIELD, W. WEBSTER, Leeds, Cycle Agent Feb 17 at 2.30 Off Rec, 18, Bingley	DUNFIELD, W. WEBSTER, Leeds, Cycle Agent Feb 17 at 2.30 Off Rec, 18, Bingley
ELLIS, ERV, Tonbridge, Glam, Collier Feb 17 at 2.30 Off Rec, Post Office chmbs, Pontypridd	ELLIS, ERV, Tonbridge, Glam, Collier Feb 17 at 2.30 Off Rec, Post Office chmbs, Pontypridd
ELMIS, ERNEST HENRY JOHN, Park ave rd, Tottenham, Middlesex	ELMIS, ERNEST HENRY JOHN, Park ave rd, Tottenham, Middlesex
ELLIOTT, WILLIAM, Nottingham Feb 18 at 12.16, Bedford row	ELLIOTT, WILLIAM, Nottingham Feb 18 at 12.16, Bedford row
EVANS, DAVID, Thomas, Troedyrhiew, Glam, Hawker Feb 18 at 2.30 Off Rec, County Court, Townhall, Morthyr Tydfil	EVANS, DAVID, Thomas, Troedyrhiew, Glam, Hawker Feb 18 at 2.30 Off Rec, County Court, Townhall, Morthyr Tydfil
EVANS, JAMES, Morthyr Tydfil, Builder Feb 18 at 3 Off Rec, County Court, Townhall, Morthyr Tydfil	EVANS, JAMES, Morthyr Tydfil, Builder Feb 18 at 3 Off Rec, County Court, Townhall, Morthyr Tydfil
GOOCHE, CLARA MARIA, Ipswich Feb 21 at 2 Off Rec, 26, Priory st, Ipswich	GOOCHE, CLARA MARIA, Ipswich Feb 21 at 2 Off Rec, 26, Priory st, Ipswich
GORTON, HENRY, Farnley Hey, Farnley Tyas, nr Huddersfield	GORTON, HENRY, Farnley Hey, Farnley Tyas, nr Huddersfield

field, Farmer Feb 17 at 3 The Huddersfield Incorporated Law Society's Room, Imperial arcade, New st, Huddersfield.

GRIBBS, THOMAS, Little York st, Bethnal Green, Cabinet Maker Feb 18 at 2.30 Bankruptcy bldgs, Carey st.

GROVES, WILLIAM HENRY, Salisbury House, London wall, Secretary to Companies Feb 17 at 2.30 Bankruptcy bldgs, Carey st.

HALL, GEORGE, Gt. Grimsby, General Dealer Feb 15 at 11 Off Rec, St. Mary's chmrs, Gt. Grimsby.

HALLSBOROUGH, A. W., Parliament Hill mans, Highgate rd, Kentish Town Feb 18 at 12 Bankruptcy bldgs, Carey st.

HATLEY, JOHN GREENWOOD, Brighouse, Yorks, Cotton Spinner Feb 18 at 12 County Court House, Prescott st, Halifax.

HUMPHREY, WILLIAM THOMAS, Colchill gdns, Fulham, House Decorator Feb 19 at 11 Bankruptcy bldgs, Carey st.

JACKSON, JAMES, Southowram, York, Quarryman Feb 18 at 11.45 County Court House, Prescott st, Halifax.

JOHNSON, MATTHEW MAILL, Woodgate, Loughborough, Leicestershire, Licensed Victualler Feb 17 at 12 Off Rec, 1, Berriedge st, Leicester.

JONES, WILLIAM, Cwmcynon, Cwmcil Elmet, Carmarthen, Farmer Feb 15 at 11.30 Off Rec, 4, Queen st, Carmarthen.

Joy, HENRY JAMES, Poole, Dorset, Cycle Dealer Feb 17 at 2.30 Mensis Curtis & Son, 42, Station rd, Poole.

LLOYD, JOHN FARRY, Cricklewood, Draper Feb 19 at 12 Bankruptcy bldgs, Carey st.

LOGUE, HENRY, Sunderland, Butcher Feb 18 at 2.30 Off Rec, 3, Manor pl, Sunderland.

MARSH, HENRY, Fordwich rd, Hampshire, Tailor Feb 17 at 11 Bankruptcy bldgs, Carey st.

NORTH, JAMES RICHARD, Leeds, Painter Feb 17 at 11 Off Rec, 24, Bond st, Leeds.

OLDHAM, THOMAS LAWTON, Salford, Lancs, House Decorator Feb 15 at 11 Off Rec, Byrom st, Manchester.

ORMEROD, HOLGATE, Norden, nr Rochdale, Beersteller Feb 18 at 11.15 Townhall, Rochdale.

OWENS, WILLIAM, Penygraig, Glam, Builder Feb 17 at 3 Off Rec, Post Office chmrs, Pontypridd.

PENDLETON, GEORGE EDMUND, Fallowfield, Manchester, Plumber Feb 17 at 3 Off Rec, Byrom st, Manchester.

PINEY, EDWARD, Norwich, Bricklayer Feb 17 at 12 Off Rec, 8, King st, Norwich.

SHORT, THOMAS HOWARD, Ashton, Birmingham, Beer Retailer Feb 18 at 11.30 191, Corporation st, Birmingham.

STEPHENS, HENRY, Perranporth, Perranzabuloe, Cornwall, Carpenter Feb 15 at 11 Off Rec, Boscombe st, Truro.

THOMAS, JOHN, Pontardulais, Glam, Grocer Feb 18 at 12 Off Rec, 51, Alexandra rd, Swansea.

TUCKER, FRANK HENRY, Bournemouth, Boarding House Proprietor Feb 15 at 11.15 Mensis Curtis & Son, 158, Old Christchurch rd, Bournemouth.

USHER, FRANCES, Luton Feb 17 at 12 Chamber of Commerce, 29, King st, Luton.

WILLIAMS, HENRY JOHN, Coch, Llandeilo, Carmarthenshire, Quarryman Feb 17 at 12 Cryp: chmrs, Eastgate row, Chester.

WOOLFORD, HARRY, Cinderford, Glos, Collier Feb 15 at 3 Off Rec, Station rd, Gloucester.

WEIGHT, WILLIAM, Nunaton, Warwick, Builder Feb 18 at 11 Off Rec, 8, High st, Coventry.

YOUNG, HENRY ARTHUR, Swindon, Grocer Feb 17 at 3 Off Rec, 33, Regent circus, Swindon.

*London Gazette.*—TUESDAY, Jan. 11.

**RECEIVING ORDERS.**

ASPIN, WILLIAM, Haugh Shaw, Halifax, Oil Merchant Halifax Feb 6 Ord Feb 6.

ATKIN, HOBSON, Brunston Booths, Lincoln, Farmer Lincoln Pet Feb 7 Ord Feb 7.

BELTON, WALTER, Colley rd, Gipsy hill, Upper Norwood, Builder High Court Pet Feb 10 Ord Feb 10.

BUSBY, WILLIAM ISAAC, Fleet, Southampton, Builder Guildford Pet Feb 5 Ord Feb 5.

BURGESS, WILLIAM HENRY, Earlsdon, Coventry, Dairyman Coventry Pet Jan 24 Ord Feb 7.

GOATS, CARRIE, Plymouth, Lodging House Keeper Plymouth Pet Feb 8 Ord Feb 8.

CROFTERS, ALFRED, Middlesbrough, Yorks, Ropemayman Middlesbrough Pet Feb 7 Ord Feb 7.

DUCKINSON, FRANK, Leasay Bridge Farm, nr Wheathampstead, Herts, Farmer St Albans Pet Dec 15 Ord Jan 17.

FORSTER, HARRY JONES, New Brompton, Kent, Miller Rochester Pet Feb 6 Ord Feb 6.

GOURLEY, PERCY, Grove pk, Chiswick, Brentford Pet Feb 7 Ord Feb 5.

GARNETT, JAMES, Bawntestall, Lancs, Drysalter Rochdale Pet Feb 7 Ord Feb 7.

HARPER, RICHARD BAGGOT, Newsome, Huddersfield, Joiner Huddersfield Pet Feb 7 Ord Feb 7.

HARVEY, THOMAS, Bedworth, Warwick, Coal Dealer Coventry Pet Feb 8 Ord Feb 8.

HODGES, JOHN EBENEZER, Ashford, Kent, Builder Canterbury Pet Feb 6 Ord Feb 6.

INTRELL, G. G., Weston Hook, Staines, High Court Pet Dec 30 Ord Feb 7.

KRASH, ALFRED, Kingston upon Hull, Phonograph Dealer Kingston upon Hull Pet Feb 6 Ord Feb 6.

KELLOGG, CHARLES JOSEPH MARIE, Bradford, Teacher of Languages Bradford Pet Feb 8 Ord Feb 8.

LEWIS, JOSHUA, Bournemouth, Boarding House Proprietor Poole Pet Jan 16 Ord Feb 7.

LILLIE, ADAM EDWARD, and THOMAS EDWARD JENKINS, Portsmouth, Timber Merchants Portsmouth Pet Jan 23 Ord Feb 7.

MEMORY, ARTHUR WILLIAM, St Albans, Cabinet Maker St Albans Pet Jan 21 Ord Feb 7.

METALLI, LUIGI, St John's rd, Clapham, Restaurant Keeper Wandsworth Pet Dec 19 Ord Feb 6.

MORRIS, CHARLES HENRY SELWOOD, Blackheath, Grocer Greenwich Pet Feb 5 Ord Feb 6.

NELSON, ROBERT WILLIAM, Rushden, Northampton, Grocer Northampton Pet Feb 6 Ord Feb 6.

NUCHOLS, JOHN, Fazakerley, Liverpool, Fruiterer Liverpool Pet Feb 7 Ord Feb 7.

RIGBY, WILLIAM, Farnworth, Lancs, Collier Bolton Pet Feb 8 Ord Feb 8.

ROGERS, ROBERT ALBERT, Rhostyllen, Denbigh, Grocer Wrexham Pet Feb 6 Ord Feb 6.

ROLT, JOHN WILLIAM, Wotton under Edge, Glos, Barnstaple Pet Nov 25 Ord Feb 7.

SHEMELD, ARTHUR WILLIAM, Bingham, Notts, Printer Nottingham Pet Jan 23 Ord Feb 7.

SMITH, EDWARD, Kingstowm, av, West Ealing, Outfitter Brentford Pet Feb 7 Ord Feb 7.

STAFFORD, CHARLES, Bradbury, Cheshire, Yeast Dealer Stockport Pet Feb 7 Ord Feb 7.

THOMAS, JOSEPH, Cornbrook, nr Manchester, General Carrier Salford Pet Feb 6 Ord Feb 6.

TOWNSEND, JOHN ARTHUR, Leicester, Grocer Leicester Pet Feb 7 Ord Feb 7.

URWIN, CHARLES WILLIAM, Moss Side, Manchester, Confectioner Salford Pet Feb 6 Ord Feb 6.

WALMSLEY, CHARLES, Preston, Lancs Preston Pet Feb 7 Ord Feb 7.

WHITE, FREDERICK JOHN, Windsor, Butcher Windsor Pet Feb 6 Ord Feb 6.

WILSON, BENJAMIN, Batley, Yorks, Woollen Manufacturer Dewbury Pet Feb 6 Ord Feb 6.

WINDOTT, COOPER, & CO, Lime st, Merchants High Court Pet Jan 25 Ord Feb 10.

WORMALL, ARTHUR, Wakefield, Tailor Wakefield Pet Feb 6 Ord Feb 6.

**FIRST MEETINGS.**

ATKIN, ROBERT, Brandon Booths, Lincs, Farmer Feb 20 at 12 Off Rec, 31, Silver st, Lincoln.

BAILEY, CHARLES PARSON, Birmingham, Baker Feb 21 at 12.30 191, Corporation st, Birmingham.

BAILEY, THOMAS, Eastbourne, Tanner Feb 24 at 2.30 Clarendon Restaurant, Broadway, Tunbridge Wells.

BARNES, EDWIN FERMAN, Uxbridge rd, Shepherd's Bush, Grocer Feb 19 at 12 14, Bedford row.

BELTON, WALTER, Colly rd, Gipsy Hill, Builder Feb 21 at 1 Bankruptcy bldgs, Carey st.

BOOTH, EDWIN ALBERT, Pontefract, Yorks, Licensed Victualler Feb 21 at 11.30 Elephant Hotel, Market pl, Pontefract.

BRAITHWAITE, ROBERT, New Bridge, Wirksworth, Derby, Baker Feb 20 at 2.30 Off Rec, 47, Full st, Derby.

BUDD, HARRY BENTING, East Grinstead Pet 24 at 2.45 Clarendon Restaurant, Broadway, Tunbridge Wells.

BUNDY, WILLIAM ISAAC, Fleet, Southampton, Builder Feb 21 at 12 132, York rd, Westminster Bridge.

CATT, HENRY, Gillingham, Kent, Grocer Feb 24 at 12 15 115, High st, Rochester.

COLEBROOK, THOMAS, Fleetwood, Lancs, Fish Oil Manufacturer Feb 19 at 11.30 Off Rec, 13, Winchley st, Preston.

COXON, FRANCES, Birmingham Feb 24 at 12.30 191, Corporation st, Birmingham.

DAVIES, JOHN ASAPH, and WILLIAM LUCAS DAVIES, Birley, Farmer, Treborth, Builders Feb 21 at 12 Off Rec, 31, Alexandra rd, Swindon.

DENING, THOMAS HENRY TALBOT, Borendisbury rd, Kilburn Pet 21 at 12 Bankruptcy bldgs, Carey st.

DODWELL, HENRY GREGORY, Cheltenham, Timber Dealer Pet 20 at 2.15 County Court bldgs, Cheltenham.

FRASER, GEORGE McLEOD, Warwick, New Southgate, Newmarket Feb 20 at 12 14, Bedford row.

FORSTER, HARRY JONES, New Brompton, Kent, Miller Pet 24 at 12.30 115, High st, Rochester.

FAY, ROBERT GREGORY DUGLAS, Tunbridge Wells, Grocer Feb 24 at 2.30 Clarendon Restaurant, Broadway, Tunbridge Wells.

GREEN, CHARLES JOSEPH, Edford, Savoy, Grocer Feb 22 at 2 County Court Office, High st, Lewes.

HERBERT, WILLIAM SMITH, Wimbledon Feb 19 at 11.30 132, York rd, Westminster Bridge.

HOLME, HENRY, Cheltenham, Inn, Laundry, Gloucester, Builder Feb 21 at 10.30 Off Rec, Post Office chmrs, Pontypriod.

HOLIDAY, GEORGE ROBERT, Lingdale, Yorks, Cycle Dealer Feb 21 at 11.30 Off Rec, 6 Albert rd, Middlesbrough.

INNESS, G. G., Weston Hook, Staines Feb 20 at 12 Bankruptcy bldgs, Carey st.

ISHAM, GEORGE HAMER, Brackley, Butcher Feb 21 at 12 18 Aldates, Oxford.

JAMESON, ARTHUR, Wolviston, Durham, Farmer Feb 20 at 11 Off Rec, 6 Albert rd, Middlesbrough.

KENNEDY, THOMAS, Middlesbrough, Joiner Feb 21 at 11 Off Rec, 8, Albert rd, Middlesbrough.

KNILL, JOHN DAVY, Ilfracombe, Builder Feb 26 at 2.15 94, High st, Barnstaple.

KRUEGER, CHARLES JOSEPH MARIE, Bradford, Teacher of Languages Feb 21 at 11 Off Rec, 12, Duke st, Bradford.

LAMBERT, FRANK WILLIAM, Sheffield, Draper Feb 19 at 12 Off Rec, Fivets in, Sheffield.

LEM, ARTHUR, Brampton, Cumberland, Solicitor Feb 19 at 12.30 34 Fisher Chmrs.

LIGHTFOOT, HOWIE, Basset, Luton, Straw Hat Manufacturer Feb 20 at 11 Court bldgs, Luton.

LITTLE, JAMES, Reddish, Lancs, Wheelwright Feb 21 at 12 Off Rec, Castle chmrs, 6, Vernon st, Stockport.

LLOYD, WILLIAM EDWARD, Reddish, Lancs, Grocer Feb 20 at 11.30 Off Rec, Castle chmrs, 6, Vernon st, Stockport.

LOWE, JAMES, Pembury, Kent, Farmer Feb 21 at 3 Clarendon Restaurant, Broadway, Tunbridge Wells.

MARSH, SEPTIMUS, AUSTIN FISHER, Commission Agent Feb 20 at 11.30 191, Bankruptcy bldgs, Carey st.

METALLI, LUIGI, St John's rd, Clapham Junction, Restaurant Keeper Feb 20 at 2.30 132, York rd, Westminster Bridge.

MORRIS, GEORGE HENRY SELWOOD, Blackheath, Grocer Feb 21 at 12.30 Off Rec, 8, King st, Norwich.

MORSE, ARTHUR, Moss Nook, Cheshire, Coach Proprietor Feb 20 at 11 Off Rec, Castle chmrs, 6, Vernon st, Stockport.

MORRIS, CHARLES HENRY SELWOOD, Blackheath, Grocer Feb 21 at 12.30 191, Corporation st, Birmingham.

PICKERING, EDWARD HENRY, Prudhoe upon Tyne, Northumberland Feb 19 at 11 Off Rec, 191, Corporation st, Birmingham.

PALMER, RICHARD HENRY, Nottingham, County Court Bailiff Feb 19 at 11 Off Rec, 4, Castle pl, Park st, Nottingham.

PITTS, HENRY JONATHAN, King's Heath, nr Birmingham, Builder Feb 21 at 11.30 191, Corporation st, Birmingham.

PROVEN, HENRY HERBERT, Stockton on Tees, Secondhand Furniture Dealer Feb 20 at 11 Off Rec, Albert rd, Middlesbrough.

ROBINS, A. G., Gt Yarmouth, Butcher Feb 22 at 1.15 Off Rec, 8, King st, Norwich.

SARMENT, CHARLES RICHARD, Stowhouse, Devon, Refreshment House Keeper Feb 20 at 12 7, Buckland ter, Plymouth.

SMITH, GREGORY, Claygate, Surrey, Draper Feb 10 at 12 132, York rd, Westminster Bridge.

SUTTON, THOMAS, Ashton in Makerfield, Lancs, Coal Dealer Feb 20 at 3 19, Exchange st, Bolton.

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**T**ARLING, ALFRED, Charlton Kings, Glos, Builder Feb 20 at 4.30 County Court bridge, Cheltenham  
**T**ROSOOG, GEORGE ROBERT, Muggleswade, Dealer Feb 19 at 3 Off Rec, Bridge st, Northampton  
**T**URNER, ALFRED E., Union ct, Old Broad st, Merchant Feb 19 at 12 Bankruptcy bridge, Carey st  
**T**URNER, THOMAS, Chester, Licensed Victualler Feb 19 at 12 Crypt chambers, Eastgate row, Chester  
**W**HITE, FREDERICK WILLIAM, Gt Grimbsy, House Furnisher Feb 19 at 11 Off Rec, St. Mary's chambers, Gt Grimbsy  
**W**HITWORTH, FRANCIS JAMES, and EDGAR ERNEST ARNALL, Birmingham, Engineers Feb 20 at 12.30 191, Corporation st, Birmingham  
**W**HILLIAMS, ALEXANDER, FRANCIS, Canterbury, Plumber Feb 19 at 10.30 Off Rec, 68a, Castle st, Canterbury  
**W**HILLIAMS, JOHN EDWARD, Pentrebach, Merthyr Tydfil, Colliery Engineer, Under Feb 19 at 12 Off Rec, County Court Town Hall, Merthyr Tydfil  
**W**HILLIAMS, JOHN WILLIS, Moulder, Worcester, Smelter Feb 24 at 11.30 101, Corporation st, Birmingham  
**W**HILLIAMS, THOMAS, Brymorgau Cottage, nr Y-talyfera, Glam., Labourer Feb 21 at 11.30 Off Rec, 31, Alexandra rd, Swansea  
**W**HILL, WILLIAM, BIRKETT PROCTOR, Silverdale, Lancs, Licensed Victualler Feb 19 at 11.45 Off Rec, 18, Winckley st, Preston  
**W**INGOTE, COOPER & CO, Lime st, Merchants Feb 19 at 2.30 Bankruptcy bridge, Canterbury  
**W**ORRAL, ASTER, Wakefield, Tailor Feb 21 at 11 Off Rec, 6, Broad st, Wakefield  
**W**ORLICKES, JOHN GEORGE, West Bergholt, Essex, Builder Feb 25 at 11 Cape Hotel, Colchester

**D**R. BLAKE ODGERS, K.C., Gresham Professor of Law, will deliver FOUR LECTURES in Gresham College, Basinghall street, E.C., on February 18, 19, 20, and 21, at Six p.m. Subject: "The Relation Between Law and Morality." Admission Free to Men and Women.

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